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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

<p>LANE POWELL PC, an Oregon professional corporation,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>MARK DeCOURSEY and CAROL DeCOURSEY, individually and the marital community composed thereof,</p> <p style="text-align: right;">Defendants.</p>	<p>No. 11-2-34596-3SEA</p> <p>DECOURSEYS' FIRST SET OF DISCOVERY REQUESTS TO PLAINTIFF AND PLAINTIFF'S ANSWERS, RESPONSES, AND OBJECTIONS THERETO</p>
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TO: MARK DECOURSEY and CAROL DECOURSEY, Defendants Pro Se Plaintiff, Lane Powell, PC, hereby answers and responds to Defendants DeCourseys' First Set of Discovery Requests as follows:

GENERAL OBJECTIONS

Plaintiff makes the following general objections to Defendants DeCourseys' First Set of Discovery Requests:

1. Plaintiff objects to the discovery requests to the extent they violate the requirements imposed by the Civil Rules.
2. Plaintiff objects to the discovery requests to the extent they purport to impose any obligations exceeding those required by the Civil Rules.

1 DeCourseys have waived their attorney-client privilege in this matter. Accordingly, any
2 request to redact information is unduly burdensome, oppressive, and lacks any proper
3 purpose. Lane Powell further objects to the term “confidential” as vague and ambiguous.
4 Lane Powell further objects to this request to the extent it encompasses documents
5 protected by Lane Powell’s attorney-client privilege. Without waiving these objections,
6 responsive non-privileged back-up documentation for the referenced costs are produced
7 herewith. Because of the breadth of the request, documents relating to Lane Powell’s
8 representation of the DeCourseys are also responsive to this request. Lane Powell will
9 produce such documents for inspection and copying at a mutually convenient time and
10 place and will produce any additional responsive, non-privileged documents that are
11 located to the extent such documents exist.

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14 **Request for Production No. 2.** Carefully redacting all DeCourseys’ confidential
15 and/or privileged information, please produce any and all documents, including but not
16 limited to invoices other accounting documents, relating to the “Messenger and courier
17 service” charges that appear on the DeCoursey invoices.

18 **RESPONSE:** *See Response to Request for Production No. 1.*

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21 **Request for Production No. 3.** Carefully redacting all DeCourseys’ confidential
22 and/or privileged information, please produce any and all documents, including but not
23 limited to invoices or other accounting documents, relating to the “Long distance
24 telephone” charges that appear on the DeCoursey invoices.

25 **RESPONSE:** *See Response to Request for Production No. 1.*

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3 **Request for Production No. 4.** Carefully redacting all DeCourseys' confidential
4 and/or privileged information, please produce any and all documents, including but not
5 limited to invoices or other accounting documents, relating to the "Docket research" and
6 "Docketing" charges that appear on the DeCoursey invoices.

7 **RESPONSE:** *See Response to Request for Production No. 1.*

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10 **Request for Production No. 5.** Carefully redacting all DeCourseys' confidential
11 and/or privileged information, please produce any and all documents, including but not
12 limited to invoices or other accounting documents, relating to the "Facsimile" charges that
13 appear on the DeCoursey invoices.

14 **RESPONSE:** *See Response to Request for Production No. 1.*

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17 **Request for Production No. 6.** Carefully redacting all DeCourseys' confidential
18 and/or privileged information, please produce any and all documents, including but not
19 limited to invoices or other accounting documents, relating to the "Reproduction" charges
20 that appear on the DeCoursey invoices.

21 **RESPONSE:** *See Response to Request for Production No. 1.*

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24 **Request for Production No. 7.** Carefully redacting all DeCourseys' confidential
25 and/or privileged information, please produce any and all documents, including but not
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1 limited to invoices or other accounting documents, relating to the “Outside photocopy
2 service” charges that appear on the DeCoursey invoices.

3 **RESPONSE:** See Response to Request for Production No. 1.
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6 **Request for Production No. 8.** Carefully redacting all DeCourseys’ confidential
7 and/or privileged information, please produce any and all documents, including but not
8 limited to invoices or other accounting documents, relating to the “Travel expense”
9 charges that appear on the DeCoursey invoices.

10 **RESPONSE:** See Response to Request for Production No. 1.
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13 **Request for Production No. 9.** Carefully redacting all DeCourseys’ confidential
14 and/or privileged information, please produce any and all documents, including but not
15 limited to invoices or other accounting documents, relating to the existence and contents
16 of any insurance agreement under which any person carrying on an insurance business
17 may be liable to satisfy part or all of a judgment which may be entered in the present
18 action or to indemnify or reimburse for payments made to satisfy the judgment; and (ii)
19 any documents affecting coverage (such as denying coverage, extending coverage, or
20 reserving rights) from or on behalf of the insurer to Lane Powell or Lane Powell’s
21 representative for times relevant.

22 **RESPONSE:** Lane Powell objects to this request to the extent it attempts
23 to impose upon Lane Powell any obligation to redact the DeCourseys’ alleged
24 “confidential and/or privileged information.” The Court has already ruled that the
25 DeCourseys have waived their attorney-client privilege in this matter. Accordingly, any
26 request to redact information is unduly burdensome, oppressive, and lacks any proper

1 purpose. Lane Powell further objects to the term “confidential” as vague and ambiguous.
2 Lane Powell further objects to this request to the extent it encompasses “all documents
3 including invoices and other accounting documents” relating to the pertinent policies as
4 such documents are not within the scope of permissible discovery under CR 26(b)(2).
5 Lane Powell further objects to the same portion of the request as not designed to lead to
6 the discovery of relevant or admissible evidence. Without waiving these objections,
7 produced herewith are copies of the pertinent policies and the reservation of rights letter.

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10 **Request for Production No. 10.** Carefully redacting all DeCourseys’ confidential
11 and/or privileged information, please produce any and all documents of communication
12 between any partner, associate, or employee of Lane Powell (including its agents, legal
13 counsel, and representatives) and any and all other persons and entities (both parties and
14 non-parties, not including DeCourseys, including but not limited to Windermere,
15 Windermere franchise owners, brokers, agents), their agents, legal counsel, and
16 representatives concerning or relating to Superior Court Case No. 06-2-24906-2 and/or
17 DeCourseys from the first day of Lane Powell’s representation of DeCourseys. This
18 includes official and unofficial communication, regardless of whether the communication
19 was billed to the case and regardless of whether the communication was conducted on
20 behalf of DeCourseys. This includes any and all personnel at Reed McClure and Demco
21 Law firms.

22 **RESPONSE:** *See Response to Request for Production No. 1.*

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25 **Request for Production No. 11.** Carefully redacting all DeCourseys’ confidential
26 and/or privileged information, please produce any and all documents generated or

1 consulted in the process of the Conflict of Interest analysis conducted prior to accepting
2 DeCourseys' case in 2007.

3 **RESPONSE:** Lane Powell objects to this request to the extent it attempts
4 to impose upon Lane Powell any obligation to redact the DeCourseys' alleged
5 "confidential and/or privileged information." The Court has already ruled that the
6 DeCourseys have waived their attorney-client privilege in this matter. Accordingly, any
7 request to redact information is unduly burdensome, oppressive, and lacks any proper
8 purpose. Lane Powell further objects to the term "confidential" as vague and ambiguous.
9 Lane Powell further objects to this request to the extent it seeks confidential information
10 relating to other matters. Without waiving these objections, responsive non-privileged
11 documents are provided herewith.

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14 **Request for Production No. 12.** Carefully redacting all DeCourseys' confidential
15 and/or privileged information, please produce any and all documents generated or
16 consulted in the process of the Conflict of Interest analysis conducted during your
17 response to DeCourseys' counterclaim ¶79, ¶82, ¶173, ¶263, and ¶264.

18 **RESPONSE:** Lane Powell objects to this request to the extent it attempts
19 to impose upon Lane Powell any obligation to redact the DeCourseys' alleged
20 "confidential and/or privileged information." The Court has already ruled that the
21 DeCourseys have waived their attorney-client privilege in this matter. Accordingly, any
22 request to redact information is unduly burdensome, oppressive, and lacks any proper
23 purpose. Lane Powell further objects to the term "confidential" as vague and ambiguous.
24 Lane Powell further objects to this request as it seeks information protected by the
25 attorney-client privilege and work product doctrine.
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3 **Request for Production No. 13.** Carefully redacting all DeCourseys' confidential
4 and/or privileged information, please produce any and all Lane Powell policies,
5 procedures, training materials, library materials, CLE materials and presentations relating
6 to avoiding conflicts of interest.

7 **RESPONSE:** Lane Powell objects to this request to the extent it attempts
8 to impose upon Lane Powell any obligation to redact the DeCourseys' alleged
9 "confidential and/or privileged information." The Court has already ruled that the
10 DeCourseys have waived their attorney-client privilege in this matter. Accordingly, any
11 request to redact information is unduly burdensome, oppressive, and lacks any proper
12 purpose. Lane Powell further objects to the term "confidential" as vague and ambiguous.
13 Lane Powell further objects to this request as overly broad and unduly burdensome to the
14 extent it covers all "library materials, CLE materials and presentations." Lane Powell
15 further objects to this request as vague and ambiguous to the extent it covers "Lane
16 Powell" "CLE materials and presentations." Without waiving these objections, attached
17 are responsive documents.

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20 **Request for Production No. 14.** Carefully redacting all DeCourseys' confidential
21 and/or privileged information, please produce any and all documents generated or
22 consulted in the process of determining the post-judgment interest rate that should be
23 charged to the Windermere defendants and/or their insurer(s).

24 **RESPONSE:** *See Response to Request for Production No. 1.*
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1 **Request for Production No. 15.** Carefully redacting all DeCourseys' confidential
2 and/or privileged information, please produce any and all documents generated or
3 consulted in the process of any analysis relating to the scope of the Consumer Protection
4 Act.

5 **RESPONSE:** Lane Powell objects to this request to the extent it attempts
6 to impose upon Lane Powell any obligation to redact the DeCourseys' alleged
7 "confidential and/or privileged information." The Court has already ruled that the
8 DeCourseys have waived their attorney-client privilege in this matter. Accordingly, any
9 request to redact information is unduly burdensome, oppressive, and lacks any proper
10 purpose. Lane Powell further objects to the term "confidential" as vague and ambiguous.
11 Lane Powell further objects to this request to the extent it encompasses documents
12 protected by Lane Powell's attorney-client privilege or the privilege of other Lane Powell
13 clients. Lane Powell further objects to this request as overly broad and unduly
14 burdensome to the extent it requires Lane Powell to produce documents relating to matters
15 handled for other clients. Without waiving these objections, Lane Powell has made
16 responsive, non-privileged documents available for inspection in response to Request for
17 Production No. 1.

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20 **Request for Production No. 16.** Carefully redacting all DeCourseys' confidential
21 and/or privileged information, please produce any and all documents generated or
22 consulted in the process of any analysis relating to treble damages under the Consumer
23 Protection Act.

24 **RESPONSE:** *See Response to Request for Production No. 15.*

1 **Request for Production No. 17.** Carefully redacting all DeCourseys' confidential
2 and/or privileged information, please produce any and all documents generated or
3 consulted in the process any analysis relating to whether to assert a CR 11 position against
4 Windermere.

5 **RESPONSE:** *See* Response to Request for Production No. 1.
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8 **Request for Production No. 18.** Carefully redacting all DeCourseys' confidential
9 and/or privileged information, please produce any and all documents containing Lane
10 Powell policy, orders, instruction, or internal advice relating to whether to assert a CR 11
11 claims against opponents.

12 **RESPONSE:** Lane Powell objects to this request to the extent it attempts
13 to impose upon Lane Powell any obligation to redact the DeCourseys' alleged
14 "confidential and/or privileged information." The Court has already ruled that the
15 DeCourseys have waived their attorney-client privilege in this matter. Accordingly, any
16 request to redact information is unduly burdensome, oppressive, and lacks any proper
17 purpose. Lane Powell further objects to the term "confidential" as vague and ambiguous.
18 Lane Powell further objects to this request to the extent it encompasses documents
19 protected by Lane Powell's attorney-client privilege or the privilege of other Lane Powell
20 clients. Lane Powell further objects to this request as overly broad and unduly
21 burdensome to the extent it requires Lane Powell to produce documents relating to matters
22 handled for other clients. Without waiving these objections, Lane Powell has made
23 responsive, non-privileged documents available for inspection in response to Request for
24 Production No. 1 and has produced herewith a copy of Lane Powell's policy relating to
25 this issue.
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3 **Request for Production No. 19.** Carefully redacting all DeCourseys' confidential
4 and/or privileged information, please produce any and all drafts of the amended fee
5 agreement ("Letter of Agreement") dated December 30, 2008 including documents of
6 internal communications and documents in discussion thereof both before and after that
7 date.

8 **RESPONSE:** *See* Response to Request for Production No. 1.
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11 **Request for Production No. 20.** Carefully redacting all DeCourseys' confidential
12 and/or privileged information, please produce all documents relating to the experts you
13 have identified in the accompanying interrogatory, including each expert's file, all
14 communications to and from the expert, and all documents reviewed by each expert in
15 connection with this lawsuit.

16 **RESPONSE:** Lane Powell objects to this request to the extent it attempts
17 to impose upon Lane Powell any obligation to redact the DeCourseys' alleged
18 "confidential and/or privileged information." The Court has already ruled that the
19 DeCourseys have waived their attorney-client privilege in this matter. Accordingly, any
20 request to redact information is unduly burdensome, oppressive, and lacks any proper
21 purpose. Lane Powell further objects to the term "confidential" as vague and ambiguous.
22 Lane Powell further objects to this request as overly broad, unduly burdensome, and not
23 designed to lead to the discovery of admissible evidence to the extent it includes "all
24 documents relating to the experts." Without waiving these objections, Lane Powell has
25 not selected experts at this stage of the litigation and will produce each expert's file, all
26 communications to and from the expert, and all documents reviewed by each expert in

1 connection with this lawsuit in accordance with the case schedule.
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4 **Request for Production No. 21.** Carefully redacting all DeCourseys' confidential
5 and/or privileged information, please produce any and all documents concerning Mark
6 DeCoursey, Carol DeCoursey, Carol Valentine, or the Windermere lawsuit, case#, the
7 retainer agreement with DeCourseys or amendment, and the settlement agreement with
8 [REDACTED] excluding documents addressed to or received from DeCourseys.

9 **RESPONSE:** See Response to Request for Production No. 1.
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12 **Request for Production No. 22.** Carefully redacting all DeCourseys' confidential
13 and/or privileged information, please produce any and all internal Lane Powell documents
14 concerning Grant Degginger's conflict of interest as mayor of Bellevue; including
15 documents showing Lane Powell's income from Sound Transit for past 15 years and the
16 portion of that income that was paid to Degginger.

17 **RESPONSE:** Lane Powell objects to this request to the extent it attempts
18 to impose upon Lane Powell any obligation to redact the DeCourseys' alleged
19 "confidential and/or privileged information." The Court has already ruled that the
20 DeCourseys have waived their attorney-client privilege in this matter. Accordingly, any
21 request to redact information is unduly burdensome, oppressive, and lacks any proper
22 purpose. Lane Powell further objects to the term "confidential" and "internal" as vague
23 and ambiguous. Lane Powell further objects to this request to the extent it encompasses
24 documents protected by Lane Powell's attorney-client privilege or the privilege of other
25 Lane Powell clients. Lane Powell further objects to this request because it presumes a
26 conflict of interest relating to Mr. Degginger's role with the City of Bellevue and Lane

1 Powell's relationship with Sound Transit that does not exist, which was confirmed by the
2 results of an independent investigation conducted for the City of Bellevue. This analysis
3 is part of the public record and is equally available to the DeCourseys, but Lane Powell
4 will produce it to the extent Lane Powell has a copy. Lane Powell further objects to this
5 request as not designed to lead to the discovery of admissible evidence. Unsubstantiated
6 allegations of a conflict of interest relating to individuals and matters that were not parties
7 to the Windermere lawsuit have no bearing on this case. Lane Powell further objects to
8 this request as unduly burdensome both as to time and subject matter.

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11 **Request for Production No. 23.** Carefully redacting all DeCourseys' confidential
12 and/or privileged information, please produce all documents generated or consulted in the
13 process of researching the tax consequences of any attorney fee award to DeCourseys.

14 **RESPONSE:** Lane Powell objects to this request to the extent it attempts
15 to impose upon Lane Powell any obligation to redact the DeCourseys' alleged
16 "confidential and/or privileged information." The Court has already ruled that the
17 DeCourseys have waived their attorney-client privilege in this matter. Accordingly, any
18 request to redact information is unduly burdensome, oppressive, and lacks any proper
19 purpose. Lane Powell further objects to the term "confidential" as vague and ambiguous.
20 Without waiving these objections, to the extent any such documents exist, Lane Powell
21 has already agreed to produce such documents for inspection and copying at a mutually
22 convenient time and place in connection with its response to Request for Production No.
23 1.

1 backup documentation of costs produced in response to these requests. Further
2 answering, Lane Powell states that, with respect to computerized research on Westlaw and
3 Lexis, Lane Powell is charged a flat rate per month by Westlaw and Lexis negotiated on
4 the basis of Lane Powell's volume. When billing clients, in order to appropriately
5 estimate actual and reasonable costs, Lane Powell charges the client based on the usage
6 for that client based on retail rates and reduces the charges to approximate any reduction
7 off retail rates that Lane Powell's actual volume would generate.

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10 **Interrogatory No. 2.** Carefully redacting all DeCourseys' confidential and/or
11 privileged information, with regard to the "Messenger and courier service" charges in the
12 "COSTS ADVANCED" section of the DeCoursey invoices, please tell how each charge
13 was calculated.

14 **ANSWER:** Lane Powell objects to this interrogatory to the extent it attempts to
15 impose upon Lane Powell any obligation to redact the DeCourseys' alleged "confidential
16 and/or privileged information." The Court has already ruled that the DeCourseys have
17 waived their attorney-client privilege in this matter. Accordingly, any request to redact
18 information is unduly burdensome, oppressive, and lacks any proper purpose. Lane
19 Powell further objects to the term "confidential" as vague and ambiguous. Without
20 waiving these objections, Lane Powell charged the DeCourseys the cost of these services
21 that was billed to Lane Powell by outside vendors. Pursuant to CR 33(c) Lane Powell
22 refers the DeCourseys to the backup documentation of costs produced in response to these
23 requests.

1 **Interrogatory No. 3.** Carefully redacting all DeCourseys' confidential and/or
2 privileged information, with regard to the "Long distance telephone" charges in the
3 "COSTS ADVANCED" section of the DeCoursey invoices, please tell how each charge
4 was calculated.

5 **ANSWER:** Lane Powell objects to this interrogatory to the extent it attempts to impose
6 upon Lane Powell any obligation to redact the DeCourseys' alleged "confidential and/or
7 privileged information." The Court has already ruled that the DeCourseys have waived
8 their attorney-client privilege in this matter. Accordingly, any request to redact
9 information is unduly burdensome, oppressive, and lacks any proper purpose. Lane
10 Powell further objects to the term "confidential" as vague and ambiguous. Without
11 waiving these objections, pursuant to CR 33(c) Lane Powell refers the DeCourseys to the
12 backup documentation of costs produced in response to these requests. Further
13 answering, Lane Powell states that, with respect to long distance telephone charges, Lane
14 Powell is charged a flat rate per month by AT&T because of Lane Powell's volume.
15 When billing clients, in order to appropriately estimate actual and reasonable costs, Lane
16 Powell collects call data, including the time of day, duration, etc., and charges the client
17 for the usage for that client based on the rate tables supplied by Lane Powell's cost
18 recovery vendor. Lane Powell then discounts the resulting charges so that the aggregate
19 costs charged for all calls approximate Lane Powell's actual costs.

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23 **Interrogatory No. 4.** Carefully redacting all DeCourseys' confidential and/or
24 privileged information, with regard to the "Docket research" and "Docketing" charges in
25 the "COSTS ADVANCED" section of the DeCoursey invoices, please tell how each
26 charge was calculated.

1 **ANSWER:** *See Response to Interrogatory No. 2.*

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4 **Interrogatory No. 5.** Carefully redacting all DeCourseys' confidential and/or
5 privileged information, with regard to the "Facsimile" charges in the "COSTS
6 ADVANCED" section of the DeCoursey invoices, please tell how each charge was
7 calculated.

8 **ANSWER:** *See Response to Interrogatory No. 3.*

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11 **Interrogatory No. 6.** Carefully redacting all DeCourseys' confidential and/or
12 privileged information, with regard to the "Reproduction" charges in the "COSTS
13 ADVANCED" section of the DeCoursey invoices, please tell how each charge was
14 calculated.

15 **ANSWER:** *See Response to Interrogatory No. 2.* Further answering, Lane
16 Powell states that, with respect to internal reproduction charges, the referenced records
17 include the rate and per page charge.

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20 **Interrogatory No. 7.** Carefully redacting all DeCourseys' confidential and/or
21 privileged information, with regard to the "Outside photocopy service" charges in the
22 "COSTS ADVANCED" section of the DeCoursey invoices, please tell how each charge
23 was calculated.

24 **ANSWER:** *See Response to Interrogatory No. 2.*

1 **Interrogatory No. 8.** Carefully redacting all DeCourseys' confidential and/or
2 privileged information, with regard to the "Travel expense" charges in the "COSTS
3 ADVANCED" section of the DeCoursey invoices, please tell how each charge was
4 calculated.

5 **ANSWER:** See Response to Interrogatory No. 2.
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8 **Interrogatory No. 9.** Carefully redacting all DeCourseys' confidential and/or
9 privileged information, please identify any and all cases (court, caption name and cause
10 number) in the last 10 years in which Lane Powell has sued, or been sued by, a client or
11 former client.

12 **ANSWER:** Lane Powell objects to this interrogatory to the extent it attempts to
13 impose upon Lane Powell any obligation to redact the DeCourseys' alleged "confidential
14 and/or privileged information." The Court has already ruled that the DeCourseys have
15 waived their attorney-client privilege in this matter. Accordingly, any request to redact
16 information is unduly burdensome, oppressive, and lacks any proper purpose. Lane
17 Powell further objects to the term "confidential" as vague and ambiguous. Lane Powell
18 further objects to this interrogatory as unduly burdensome, oppressive, and not designed
19 to lead to the discovery of admissible evidence.
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22 **Interrogatory No. 10.** Carefully redacting all DeCourseys' confidential and/or
23 privileged information, please describe in detail the steps normally taken by Lane Powell
24 to protect natural person clients from avoidable IRS tax liabilities on attorney fee awards.

25 **ANSWER:** Lane Powell objects to this interrogatory to the extent it attempts to
26 impose upon Lane Powell any obligation to redact the DeCourseys' alleged "confidential

1 and/or privileged information.” The Court has already ruled that the DeCourseys have
2 waived their attorney-client privilege in this matter. Accordingly, any request to redact
3 information is unduly burdensome, oppressive, and lacks any proper purpose. Lane
4 Powell further objects to the term “confidential” as vague and ambiguous. Lane Powell
5 further objects to this interrogatory to the extent it seeks information protected by the
6 attorney-client privilege or the work product doctrine. Lane Powell further objects to this
7 request to the extent it seeks information relating to other matters as such a request is
8 unduly burdensome and oppressive. Lane Powell further objects to this interrogatory as
9 vague and ambiguous in referring to “steps normally taken,” and “avoidable IRS tax
10 liabilities.” Lane Powell further objects to this interrogatory as not designed to lead to the
11 discovery of admissible evidence.

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14 **Interrogatory No. 11.** Carefully redacting all DeCourseys’ confidential and/or
15 privileged information, with regard to any and all Lane Powell attorneys who billed time
16 on the DeCourseys’ case, please describe in detail why each was selected for
17 appropriateness to deal with DeCourseys’ case, his or her past experience with similar
18 cases, any specialized education that would make the choice appropriate, and what he or
19 she accomplished that would justify the billing.

20 **ANSWER:** Lane Powell objects to this interrogatory to the extent it attempts to
21 impose upon Lane Powell any obligation to redact the DeCourseys’ alleged “confidential
22 and/or privileged information.” The Court has already ruled that the DeCourseys have
23 waived their attorney-client privilege in this matter. Accordingly, any request to redact
24 information is unduly burdensome, oppressive, and lacks any proper purpose. Lane
25 Powell further objects to the term “confidential” as vague and ambiguous. Lane Powell
26 further objects to this interrogatory as unduly burdensome, oppressive, and vague to the

1 extent it seeks information about “similar cases.” Without waiving these objections,
2 pursuant to CR 33(c) Lane Powell refers the DeCourseys to the records produced in
3 response to previous discovery requests and biographical information provided herewith.
4 Further answering, attorneys were selected based on a number of criteria, including
5 experience in a practice group that was pertinent to the issues in the Windermere lawsuit,
6 number of years in practice, work load, and similar appropriate criteria. Where possible
7 and when appropriate, work was delegated to attorneys with a lower billing rate.

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10 **Interrogatory No. 12.** Carefully redacting all DeCourseys’ confidential and/or
11 privileged information, with regard to any and all Lane Powell attorneys who billed time
12 on the DeCourseys’ case, please identify all cases (venue, court, caption name, and cause
13 number) if any in which each such attorney has asserted a CPA claim in court on behalf of
14 a client in the last 10 years. Include the attorney’s firm of employment at the time of the
15 case.

16 **ANSWER:** Lane Powell objects to this interrogatory to the extent it attempts to
17 impose upon Lane Powell any obligation to redact the DeCourseys’ alleged “confidential
18 and/or privileged information.” The Court has already ruled that the DeCourseys have
19 waived their attorney-client privilege in this matter. Accordingly, any request to redact
20 information is unduly burdensome, oppressive, and lacks any proper purpose. Lane
21 Powell further objects to the term “confidential” as vague and ambiguous. Lane Powell
22 further objects to this request to the extent it seeks information relating to other matters as
23 such a request is unduly burdensome, oppressive, and not designed to lead to the
24 discovery of admissible evidence.

1 **Interrogatory No. 13.** Carefully redacting all DeCourseys' confidential and/or
2 privileged information, please identify list all cases (venue, court, caption name, and cause
3 number) in the last ten years where Lane Powell has defended a CPA claim on behalf of a
4 client.

5 **ANSWER:** *See* Response to Interrogatory No. 12.
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8 **Interrogatory No. 14.** Carefully redacting all DeCourseys' confidential and/or
9 privileged information, please list all cases (venue, court, caption name, and cause
10 number) in the last ten years in which Lane Powell represented a real estate company or
11 company that does real estate marketing, a franchise thereof, broker thereof, agent thereof,
12 or insurer thereof, or real estate development company, or its agent or insurer.

13 **ANSWER:** Lane Powell objects to this interrogatory to the extent it attempts to
14 impose upon Lane Powell any obligation to redact the DeCourseys' alleged "confidential
15 and/or privileged information." The Court has already ruled that the DeCourseys have
16 waived their attorney-client privilege in this matter. Accordingly, any request to redact
17 information is unduly burdensome, oppressive, and lacks any proper purpose. Lane
18 Powell further objects to the term "confidential" as vague and ambiguous. Lane Powell
19 further objects to this interrogatory to the extent it seeks information protected by the
20 attorney-client privilege or the work product doctrine. Lane Powell further objects to this
21 request to the extent it seeks information relating to other matters as such a request is
22 unduly burdensome, oppressive, and not designed to lead to the discovery of admissible
23 evidence.
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26 **Interrogatory No. 15.** Carefully redacting all DeCourseys' confidential and/or

1 privileged information, please IDENTIFY each person you or your attorneys expect to
2 testify at trial as an expert witness and for each such witness, state:

- 3 a. the subject matter on which the expert is expected to testify;
- 4 b. the substance of the facts and opinions to which the expert will testify; and
- 5 c. a summary of the grounds for each such opinion;

6 **ANSWER:** Lane Powell objects to this interrogatory to the extent it attempts to
7 impose upon Lane Powell any obligation to redact the DeCourseys' alleged "confidential
8 and/or privileged information." The Court has already ruled that the DeCourseys have
9 waived their attorney-client privilege in this matter. Accordingly, any request to redact
10 information is unduly burdensome, oppressive, and lacks any proper purpose. Lane
11 Powell further objects to the term "confidential" as vague and ambiguous. Without
12 waiving this objection, Lane Powell has not yet identified its experts and will answer this
13 interrogatory in accordance with the case schedule in this matter.

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16 **Interrogatory No. 16.** Carefully redacting all DeCourseys' confidential and/or
17 privileged information, please explain in detail how a statement that you are willing to
18 spend \$800,000 to recover \$300,000 could be considered furnishing or offering or
19 promising to furnish, or accepting or offering or promising to accept a valuable
20 consideration in compromising or attempting to compromise a claim.

21 **ANSWER:** Lane Powell objects to this interrogatory to the extent it attempts to
22 impose upon Lane Powell any obligation to redact the DeCourseys' alleged "confidential
23 and/or privileged information." The Court has already ruled that the DeCourseys have
24 waived their attorney-client privilege in this matter. Accordingly, any request to redact
25 information is unduly burdensome, oppressive, and lacks any proper purpose. Lane
26 Powell further objects to the term "confidential" as vague and ambiguous. Lane Powell

1 objects to this interrogatory as improper as it seeks discovery relating to protected
2 settlement communications between the parties. *See, e.g.*, ER 408. Lane Powell further
3 objects to this interrogatory as not designed to lead to the discovery of admissible
4 evidence.

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7 **Interrogatory No. 17.** Carefully redacting all DeCourseys' confidential and/or
8 privileged information, please explain in detail how spending \$800,000 to recover
9 \$300,000 would be a wise corporate fiscal policy in keeping with one's responsibilities
10 and obligations to other partners in the firm, both general and managing.

11 **ANSWER:** *See* Response to Interrogatory No. 16.
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14 **Interrogatory No. 18.** Please itemize all costs invoiced to DeCourseys as
15 "COSTS ADVANCED," with invoice date and original description, that would be taxable
16 to a Consumer Protection Act defendant.

17 **ANSWER:** Lane Powell objects to this interrogatory as vague and ambiguous
18 with respect to the term "taxable." Lane Powell further objects that this interrogatory calls
19 for a legal conclusion. Without waiving these objections, pursuant to CR 33(c) Lane
20 Powell refers the DeCourseys to the records produced in response to previous discovery
21 requests. The records produced contain information necessary to make this determination.
22
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24 **Interrogatory No. 19.** Please describe in detail how each of the billing rates and
25 billing rate increases for each of the timekeepers on the Windermere lawsuit was
26

1 determined for appropriateness, fairness to the client, and reasonableness in Washington
2 practice.

3 **ANSWER:** Lane Powell objects to this interrogatory as vague and ambiguous
4 to the extent it imposes criteria on billing rate increases. The DeCourseys agreed that
5 Lane Powell had the right to increase its rates during the course of the parties'
6 relationship. Without waiving these objections, Lane Powell bases its rate changes on a
7 variety of factors that include but are not limited to an analysis of the relevant market
8 rates; the individual skill set of the attorney or staff member at issue; the experience
9 gained by that attorney or staff member during the previous period, including any
10 particular achievements; the practice area in which the attorney or staff member works;
11 and the number of years with Lane Powell. The individual attorney or staff member
12 provides input into this determination, as do others in the firm as appropriate.

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15 **Interrogatory No. 20.** Please describe any and all work Lane Powell has
16 performed for Washington government agencies and/or their employees and/or
17 Washington political electees and/or Washington political candidates in the last ten (10)
18 years, including venue, caption, and case numbers where applicable.

19 **ANSWER:** Lane Powell objects to this interrogatory to the extent it seeks
20 information protected by the attorney-client privilege or the work product doctrine. Lane
21 Powell further objects to this request to the extent it seeks information relating to other
22 matters as such a request is unduly burdensome, oppressive, and not designed to lead to
23 the discovery of admissible evidence.

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26 **Interrogatory No. 21.** Please describe any and all communications between Lane

1 Powell (or its counsel or partners or associates) and any of the other law firms (or their
2 partners or associates) that were involved at any time in the Windermere lawsuit,
3 including but not limited to the Reed McClure law firm and the Demco Law firm,
4 concerning or relating to the Windermere lawsuit and/or DeCourseys.

5 **ANSWER:** Lane Powell objects to this request as overly broad and unduly
6 burdensome to the extent it purports Lane Powell to describe numerous communications
7 over the course of many years by a number of individuals with Lane Powell with any
8 number of individuals at other firms. Without waiving these objections, pursuant to CR
9 33(c) Lane Powell refers the DeCourseys to the records produced in response to previous
10 discovery requests.

11 12 13 **REQUESTS FOR ADMISSION**

14 **Request for Admission 1.** In a letter of agreement to DeCourseys dated
15 December 30, 2008, an associate or employee of Lane Powell in his/her official capacity
16 gave DeCourseys a promise to the following effect: "LANE POWELL PC ... will assist
17 you in your motion for attorneys' fees and costs of the suit as well as collect on the
18 outstanding judgment against Windermere and Stickney in the current amount of
19 \$522,200 and other associated judgments that arise from this matter. LANE POWELL
20 PC will also assist you regarding possible appeals with regard to the same as necessary to
21 prevail in or retain the awards discussed. LANE POWELL PC will also assist you
22 regarding possible appeals with regard to the same as necessary to prevail in or retain the
23 awards discussed."
24

25 **ANSWER:** Despite Lane Powell's extensive efforts to request that the
26 DeCourseys comply with CR 36(a), the DeCourseys refused to reissue their Requests for

1 Admission in accordance with the rule's requirement that "Request for Admission shall
2 not be combined in the same document with any other form of discovery." Accordingly,
3 these requests for admission are improper under CR 36(a) and Lane Powell has no
4 obligation to respond to them at all. Without waiving these objections, Lane Powell
5 admits that the DeCourseys have accurately quoted a portion of the December 30, 2008
6 agreement between Lane Powell and the DeCourseys, but the DeCourseys have failed to
7 quote other language in the letter relevant to the quoted language.
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11 **Request for Admission 2.** On or about November 8, 2010, the Court of Appeals,
12 Division I, disallowed the costs previously awarded to DeCourseys by the Superior Court
13 and awarded only a portion of the fees expended in the appeal.
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15 **ANSWER:** Despite Lane Powell's extensive efforts to request that the
16 DeCourseys comply with CR 36(a), the DeCourseys refused to reissue their Requests for
17 Admission in accordance with the rule's requirement that "Request for Admission shall
18 not be combined in the same document with any other form of discovery." Accordingly,
19 these requests for admission are improper under CR 36(a) and Lane Powell has no
20 obligation to respond to them at all. Without waiving these objections, Lane Powell
21 admits that the Court of Appeals remanded the Windermere lawsuit for a recalculation of
22 the cost award. Lane Powell further admits that the Court of Appeals ruled that the
23 DeCourseys were entitled to their fees on appeal "limited to those portions of the appeal
24 related to the CPA claim" and held that such fees could be awarded by the commissioner
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1 of the court “[u]pon proper application.”
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4 **Request for Admission 3.** Lane Powell did not request a reconsideration of the
5 ruling cited in RFA #2.
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7 **ANSWER:** Despite Lane Powell’s extensive efforts to request that the
8 DeCourseys comply with CR 36(a), the DeCourseys refused to reissue their Requests for
9 Admission in accordance with the rule’s requirement that “Request for Admission shall
10 not be combined in the same document with any other form of discovery.” Accordingly,
11 these requests for admission are improper under CR 36(a) and Lane Powell has no
12 obligation to respond to them at all. Lane Powell further objects to this request to the
13 extent it presumes that Request for Admission No. 2 accurately describes the Court of
14 Appeals’ ruling. Without waiving these objections, Lane Powell admits that, with the
15 DeCourseys full knowledge, it did not seek reconsideration of the Court of Appeals’
16 November 8, 2010 opinion.
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20 **Request for Admission 4.** Lane Powell did not petition the Supreme Court
21 concerning the ruling cited in RFA #2 in order to prevail or retain the awards discussed in
22 Request for RFA #1.
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24 **ANSWER:** Despite Lane Powell’s extensive efforts to request that the
25 DeCourseys comply with CR 36(a), the DeCourseys refused to reissue their Requests for
26 Admission in accordance with the rule’s requirement that “Request for Admission shall

1 not be combined in the same document with any other form of discovery.” Accordingly,
2 these requests for admission are improper under CR 36(a) and Lane Powell has no
3 obligation to respond to them at all. Lane Powell further objects to this request to the
4 extent it presumes that Request for Admission No. 2 accurately describes the Court of
5 Appeals’ ruling. Without waiving these objections, Lane Powell admits that, with the
6 DeCourseys full knowledge, it did not submit a petition for review to the Washington
7 Supreme Court relating to the Court of Appeals’ November 8, 2010 opinion. Lane Powell
8 denies that such a petition was required pursuant to the letter cited in Request for
9 Admission No. 1.
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14 **Request for Admission 5.** Robert Sulkin, attorney of record for Lane Powell, told
15 Paul Fogarty on or about October 6, 2011 that Lane Powell was willing to spend \$800,000
16 in this suit to recover \$300,000.

17 **ANSWER:** Despite Lane Powell’s extensive efforts to request that the
18 DeCourseys comply with CR 36(a), the DeCourseys refused to reissue their Requests for
19 Admission in accordance with the rule’s requirement that “Request for Admission shall
20 not be combined in the same document with any other form of discovery.” Accordingly,
21 these requests for admission are improper under CR 36(a) and Lane Powell has no
22 obligation to respond to them at all. Lane Powell objects to this Request for Admission as
23 improper as it seeks discovery relating to protected settlement communications between
24 the parties. *See, e.g.*, ER 408. Lane Powell further objects to this Request for Admission
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1 as not designed to lead to the discovery of admissible evidence.
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3
4 ANSWERS, RESPONSES, AND OBJECTIONS DATED this 13th day of January,
5 2012.

6 DATED this 13th day of January, 2012.

7 McNAUL EBEL NAWROT & HELGREN PLLC

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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CERTIFICATION

The undersigned attorney for Plaintiff has read the foregoing DeCourseys' First Set of Discovery Requests to Plaintiff and Plaintiff's Answers, Responses and Objections Thereto, and certifies that the answers, responses, and objections thereto are in compliance with CR 26(g).

DATED this 13th day of January, 2012.

McNAUL EBEL NAWROT & HELGREN PLLC

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

Attorneys for Plaintiff

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