

The Truth, the Lie, and the Judge

An illustration of what some lawyers do when they think no one is watching.

Excerpt from "Is It OK for Lawyers to Lie in Court – If the Judge Lets Them?" <http://www.everynes-business.org>
An earlier edition of this matrix with 12 rows of facts was filed in Judge Eadie's court on April 10, 2013, Dkt. 392.[1]

Courts set the bar for acceptable conduct in society. When courts knowingly accept lies, courts tell society that lying is acceptable. When lying becomes acceptable in a society, that society cannot survive. Deceit undermines all social institutions.[2]

Below, find a partial analysis of demonstrably false material statements made by attorneys for Lane Powell in its lawsuit against its former clients, Mark and Carol DeCoursey. (Case No. 11-2-34596-3SEA). Lane Powell represented DeCourseys in their 2006 lawsuit against Windermere Real Estate. DeCourseys terminated Lane Powell on August 3, 2011, after having paid the firm \$313,808. On October 5, 2011, Lane Powell filed suit for another \$384,881.66 and issued interrogatories demanding that *all* privileged confidences given to Lane Powell on *all* subjects be placed in open court. On October 6, Lane Powell's attorneys threatened to spend "\$800,000" in legal fees to force the couple to capitulate to its demands.

Lane Powell is represented by Robert Sulkin and Malaika Eaton of McNaul, Ebel, Nawrot & Helgren. Sulkin and Eaton have lied repeatedly to the court about fundamental facts of the case--their lies proven by court and case documents. Civil Rule 11 makes every pleading a certification of truthfulness by the signing attorney. Lying to the court is also a violation the Rules of Professional Conduct 3.3 (Duty of Candor). Grant Degginger, Lane Powell shareholder (and former Bellevue mayor) may be the moving force behind Lane Powell's lawsuit -- and may have helped craft the Sulkin/Eaton litigation strategy. Certainly he must know and approve, and should be held responsible.

During the 2006 Windermere lawsuit, DeCourseys hosted websites <http://Windermere-Victims.com> and <http://RenovationTrap.com>. They spoke out against corrupt government agencies that permitted Windermere to violate consumer protection and real estate laws.

Lane Powell's follow-up 2011 lawsuit was assigned to King County Superior Court Judge Richard D. Eadie, whose wife, Claire, works at the Windermere Edmonds office. She has been a Windermere agent/broker for at least ten years. Judge Eadie allowed Sulkin/Eaton's material and patent lies stand despite DeCourseys' documentation and protests. He also ordered the two Windermere whistleblowers to pay Lane Powell, in sum, \$770,986.32 for its services. The judge's apparent message? "Sue Windermere? Even if you win, you will lose."



Atty. Robert Sulkin, WSBA #15425
Managing partner of McNaul firm, and
Ms. Eaton's supervisor.



Atty. Malaika Eaton, WSBA #32837
Ms. Eaton personally signed many of Lane
Powell's false statements to the court.



Atty. Grant Degginger, WSBA #15261
May have designed or approved the Lane
Powell/ McNaul litigation strategy.



Judge Richard D. Eadie
Is it OK for lawyers lie in court if the judge
lets them?

We make no personal criticisms of these lawyers, but "[s]ince attorneys are officers of the court, their conduct, if dishonest, would constitute fraud on the court." [3] We object to fraud on the court. The courts are part of our system of government. It is both our right and our obligation as citizens to draw attention to this dishonest conduct and publicly condemn it. These lawyers should be professionally disciplined, disbarred, and prosecuted, as appropriate.[4] Perjury laws should be amended: attorneys who knowingly make false material statements to the court should be criminally prosecuted under RCW 9A.72. In some states, lawyers face fines, criminal prosecution, and even jail time for lying in court.[5] The Federal Security Exchange Act now requires judges to rule on truthfulness and sanction false statements.[6] The world is waking up to the harm caused by lawyers who lie. But what of judges who accept and endorse lies?

<u>The Truth</u>	<u>The Lie</u>	<u>And the Judge</u>
<p>1. On October 6, 2011, the day after Lane Powell filed suit, its attorney Robert Sulkin threatened that the firm was willing to spend \$800,000 in legal fees to recover \$300,000. DeCourseys could not match funds and were forced to represent themselves <i>pro se</i>. DeCourseys told the court about the threat at least seventeen (17) times,[7] briefing Judge Eadie and providing documentation for the first time on December 19, 2011(1).[8]</p>	<p>Lane Powell argued the threat was shielded from court review by Evidence Rule 408[9] (which covers “compromise and offers to compromise” in settlement negotiations). Note: Lane Powell’s \$800,000 threat was not an offer of compromise.</p>	<p>DeCourseys complained that Lane Powell’s \$800,000 threat denied them effective representation and due process. On November 16, 2012, during the Summary Judgment hearing (a procedure to dispose of a case without trial), Carol DeCoursey reminded Judge Eadie that she and Mark have been forced to represent themselves <i>pro se</i> due to Sulkin’s \$800,000 threat, and called the threat “thuggery”[10]. Judge Eadie remained silent on the abuse of court process.</p>
<p>2. At the time of November 16, 2012 Summary Judgment hearing, no lawyer had ever filed a Notice of Appearance for DeCourseys in Superior Court in this case.</p>	<p>On November 16, 2012, during Summary Judgment hearing, Lane Powell’s counsel Robert Sulkin states DeCourseys have “just hired a new lawyer”[11] and that “They’ve had three previous lawyers in this case.”[12]</p>	<p>DeCourseys remind Judge Eadie that Sulkin’s statement is grossly untrue. But despite Sulkin’s false statements in court, Judge Eadie does not admonish Sulkin for his inventions about the “lawyers” who have represented DeCourseys.</p>
<p>3. Concerning the waiver of attorney-client privilege in lawsuits between attorneys and their former clients, Washington courts follow the <i>Pappas v. Holloway</i> precedent.[13] <i>Pappas</i> specifies a three-pronged test for waiver, formulated in <i>Hearn v. Rhay</i>:[14] <i>Pappas</i> also advised caution in exercising this power, citing <i>Jakobleff v. Cerrato</i>. [15] The <i>Pappas</i> court stated: "We agree with the concerns raised in <i>Jakobleff</i> regarding the danger of making illusory the attorney-client privilege in legal malpractice actions."</p>	<p>Atty. Malaika Eaton told the court "Indeed, it is black letter law that a claim by a client against an attorney for malpractice waives the privilege." She ignored the governing case in Washington, <i>Pappas v. Holloway</i>, and cited no other legal precedents; she simply misrepresented remarks in a lawyers' handbook, omitting the editor's qualifiers and footnotes.¹⁶</p>	<p>On April 27, 2012, Judge Eadie -- without a finding of fact or ruling of law and without any prior ruling that we had waived privilege -- found us in contempt and sanctioned us for not producing privileged documents in discovery.[17] Judge Eadie had never previously mentioned “waiver” or “privilege” in any context or order.</p>
<p>4. On December 12, 2011, while addressing discovery issues, Judge Eadie ruled, “... the core schedule and civil rules will govern discovery.”[18] Among the civil rules is CR 26(b)(1), exempting attorney-client privilege materials and information from discovery.</p>	<p>On December 5, 2011, Lane Powell asserted, “... the Court has already determined that the Defendants have waived their attorney client privilege ...”[19]</p>	<p>On December 6, 2011, DeCourseys filed a motion asking Judge Eadie to clarify his position on privilege, whether he had communicated to Lane Powell <i>ex parte</i>, or whether Lane Powell was simply lying.[20] Judge Eadie denied the motion and refused to clarify his position on attorney-client privilege.[21]</p>

<u>The Truth</u>	<u>The Lie</u>	<u>And the Judge</u>
<p>5. On February 29, 2012 (filed March 2, 2012), Judge Eadie ordered DeCourseys to “respond to discovery requests in full with evidence and materials in accordance with this court’s order of 2/3/2012.”[22] Those rules protect attorney client privilege.</p>	<p>On March 8, 2012, truncating the language citing the court rules that protect privilege, Lane Powell told the court, “the Court required the DeCourseys to ‘respond to discovery requests in full with evidence and materials in accordance with this court’s order of 2/3/2012.’” That is, R. Sulkin, M. Eaton omitted Judge Eadie’s citation to CR 26(b) and ER 502 in his order of March 2.[23]</p>	<p>Judge Eadie permitted Lane Powell to misquote his order. On April 27, 2012, he granted Lane Powell’s motion and held DeCourseys in contempt for failing to produce privileged discovery materials protected by “CR 26(b) and ER 502.”[24] He wrote, “Defendants refusal to comply with this Court’s Orders referenced above [reader will note that no Order regarding discovery or privilege was referenced above] has been without reasonable cause or justification and therefore is willful and deliberate and has prejudiced Plaintiff’s preparation of this case.”[25]</p>
<p>6. See cell above. The phrases and references protecting DeCourseys’ privilege were specific and explicit in the March 3, 2012 Order: “... in accordance with CR 26(b) and ER 502.”[26]</p>	<p>On March 8, 2012, Lane Powell told the court: “The Court likewise struck the DeCourseys’ proposed language relating to the attorney-client privilege. <i>Id</i>” (referring to the same passage in the March 2, 2012 Order that <i>protect</i> privilege).[27]</p>	<p>On Apr. 27, 2012, Judge Eadie held DeCourseys in contempt and imposed sanctions against them for not obeying the Order he had never issued.[28]</p>
<p>7. On June 25, 2012, DeCourseys asked Judge Eadie to sanction Lane Powell (under Civil Rule 11) for truncating the wording of the March 2, 2012 court order in its motion for sanctions.[29] Lane Powell’s doctored wording makes it appear that DeCourseys’ attorney-client privilege might not be respected in discovery.</p>	<p>In response, Lane Powell argued, “DeCourseys latch on to the [Court’s] passing citation to general evidence and discovery rules to twist the Court’s order to mean the opposite of what it actually says.”[30] Sulkin and Eaton were effectively arguing that some words don’t mean what they actually mean, and can be redefined at will.</p>	<p>On July 4, 2012, Judge ruled on Lane Powell’s truncated wording: “However the inclusion or omission of those specific words does not alter the duties of Defendants under this Court’s Order of February 3, 2012. Defendants are correct that Plaintiff’s citation to the February 29 Order should not have concluded the quotation from that Order with a period, unless it either included the CR26 and ER 502 language, or replaced that language with an ellipsis. Attention to that detail would have saved us all the time and effort directed to this motion ...”[31] Judge Eadie did not explain how the order citing those rules does not protect privilege.</p>

<u>The Truth</u>	<u>The Lie</u>	<u>And the Judge</u>
<p>8. On December 19, 2011, DeCourseys issued discovery requests.[32] Lane Powell delayed and refused to produce materials, finally admitting on March 19, 2012 that it had “about 11,000 electronic documents.”[33] Still, it did not and would not produce. On September 28, 2012, Lane Powell told the court that “consistent with its ethical obligations” it would not be producing <i>any</i> privileged materials back to DeCourseys in discovery.[34]</p>	<p>On November 30 and December 7, 2012, Lane Powell’s attorneys filed with the Court documents that they claimed had been created in the privileged and confidential communications between DeCourseys and Lane Powell when Lane Powell was “representing DeCourseys.”[35] Thus Lane Powell admitted its lie -- that it could not produce privileged materials in discovery “consistent with its ethical obligations.</p>	<p>On January 11, 2013, DeCourseys moved to have the alleged privileged materials stricken or sealed.[36] Judge Eadie denied the motion.[37]</p>
<p>9. Lane Powell is a completely modern law firm with both paperless storage and paper archives. Lane Powell effectively admitted to both the Superior Court[38] and the Court of Appeals[39] that it had all the documents it was seeking from DeCourseys in discovery. Furthermore, on October 19, 2012, Lane Powell admitted that it did not need the privileged documents DeCourseys were withholding: “Fortunately, Lane Powell’s case is straightforward and clearly subject to summary resolution based on the discovery already exchanged.”[40]</p>	<p>On March 8, 2012, Lane Powell told Judge Eadie, “Lane Powell has been stymied in its efforts to move this case forward on both its claims and to defend the counterclaims brought by the DeCourseys because of the DeCourseys' refusal to produce documents as ordered.” This statement was repeated in various words from March 2012 until August 2012,[41] including: “...there can be no dispute that the DeCourseys' continued refusal to comply with the Court's orders has prejudiced [denied justice to] Lane Powell.”[42] A more complete catalog of Lane Powell’s lies on this subjects is found in the footnote of a motion filed with the court.⁴³</p>	<p>Judge Eadie ruled that DeCourseys had “prejudiced” Lane Powell in the preparation of its case by refusing to produce privileged material, twice found DeCourseys in contempt, levied sanctions,[44] and struck DeCourseys’ claims and defenses. He ruled, “The discovery sought by plaintiffs is clearly material [essential] to its case and to its defense of Defendant’s counterclaims and affirmative defenses.”[45] Though Lane Powell admitted that it already had all the documents (i.e., that it lied to the Superior Court about being “stymied”), Judge Eadie did not reverse his ruling.[46] Then, despite his ruling that Lane Powell had been prejudiced for lack of documents, he granted Summary Judgment to Lane Powell on evidence of the documents already in Lane Powell’s possession.</p>
<p>10. Robert Sulkin’s biographical sketch on the firm’s webpage reveals he is a founding member of the McNaul firm, and has been its managing partner since 1998. His bio cites no work experience at Lane Powell.[47]</p>	<p>On December 7, 2012, Sulkin swore under penalty of perjury that he had “personal knowledge” of an [alleged] email communication between a Lane Powell attorney and Mark DeCoursey which [allegedly] took place on November 7 and 8, 2007.⁴⁸ Sulkin’s bio proves he could have no “personal knowledge” of this alleged communication and proves his perjury.</p>	<p>On January 22, 2013, DeCourseys pointed out Sulkin’s perjury to Judge Eadie.[49] Judge Eadie allowed the perjury to stand as evidence and ruled in favor of Lane Powell. Thus, Judge Eadie effectively endorsed Sulkin’s perjurious statement.</p>

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<p>11. H. Montgomery’s biographical sketch reveals that she worked at the McNaul firm from January 2012 to August 2013, and cites no work experience at Lane Powell.[50] (Montgomery is apparently no longer resident in Washington.)</p>	<p>On January 17, 2013, Montgomery, working under Sulkin’s supervision, swore under penalty of perjury that she had “personal knowledge” of an [alleged] email communication between a Lane Powell attorney and Mark DeCoursey which [allegedly] took place on November 7, 2007.[51] Montgomery’s own resume proves her perjury.</p>	<p>On January 21, 2013, DeCourseys pointed out Montgomery’s perjury to Judge Eadie.[52] Judge Eadie allowed the perjury to stand as evidence and ruled in favor of Lane Powell. Thus, Judge Eadie effectively endorsed Montgomery’s perjurious statement.</p>
<p>12. On December 5 and 30, 2008, Lane Powell promised, “we will forbear on demanding payment on the balance of the amount owed until payment on the judgment or settlement with Windermere.”[53] Lane Powell filed its lien on the judgment on August 3, 2011,[54] and filed suit on October 5, 2011;[55] but judgment was not entered and not a dime of the judgment was paid until November 3, 2011.[56] DeCourseys showed Judge Eadie that in its October 5, 2011 lawsuit, Lane Powell breached and repudiated its contract by filing suit before payment of the Windermere judgment.</p>	<p>Lane Powell told the Judge Eadie, “Lane Powell filed and served an attorneys’ lien in the Windermere lawsuit after judgment had been entered against Windermere. ...When the DeCourseys failed to pay Lane Powell the attorney’s fees they owed, Lane Powell filed the instant lawsuit in early October 2011.”[57]</p>	<p>On December 14, 2012, Judge Eadie (#1) ignored Lane Powell’s contractual promise not to demand payment until DeCourseys received the Windermere judgment and (#2) accepted Lane Powell’s lie about date of entry of judgment in the Windermere lawsuit. Judge Eadie ruled that DeCourseys breached the contract by failing to pay Lane Powell before October 5, 2011.[58] That is, Judge Eadie, while ignoring the terms of the contract, ruled that DeCourseys were in beach of the contract anyway. (#3) On June 19, 2012, informed again that Lane Powell falsified the sequence of events,[59] Judge Eadie ruled: “the quality of Plaintiff’s work product in this case shows a level of skill and preparation commensurate with the hourly fees charged...”[60]</p>

<u>The Truth</u>	<u>The Lie</u>	<u>And the Judge</u>
<p>13. The August 3, 2011 attorney lien states, “Notice is hereby given that the undersigned attorneys, Lane Powell PC, claim a lien pursuant to RCW 60.40.010 for services rendered to Defendants and Third-Party Plaintiffs Mark and Carol DeCoursey and expenses incurred on their behalf in the amount of not less than \$384,881.66. The lien is for amounts due to Lane Powell, together with interest, for services performed in conjunction with an action before the trial and appellate courts.”[61] The lien amount includes fees, costs advanced, and interest on the balance.[62] On November 3, 2011, DeCourseys deposited \$384,881.66 to the Court Registry, pending resolution of the conflicting claims.[63] Lane Powell’s declarant, Pamela Okano, attested that Lane Powell “filed a notice of attorney lien in the amount of \$384,881.66.”[64] Note: No lien law (including RCW 60.40.010) supports a lien against future interest.</p>	<p>Lane Powell told the Judge Eadie: “... on August 3, 2011, Lane Powell served and filed an attorneys’ lien in accordance with RCW 60.40.010 and applicable law for the value of services rendered and costs advanced on behalf of the DeCourseys in an amount not less than \$384,881.66 <i>plus interest after August 3, 2011</i> (the ‘attorneys’ lien’)”[65] (Emphasis added.) Lane Powell’s attorneys used the same language in December 13, 2011 motion.[66] On December 13, 2011, Lane Powell told Judge Eadie, “Defendants misrepresented the amount of Lane Powell attorney’s lien to the court commissioner in the Windermere lawsuit.”[67] Lane Powell also argues: “... Lane Powell’s lien actually included interest that was continuously accruing on the amounts Defendants’ owed Lane Powell.”[68] The amount of the alleged “future interest” was not mentioned in the lien, but Lane Powell asked Judge Eadie to grant them the future interest computed from the date of the lien until the anticipated judgment in their favor (\$57,036.30).</p>	<p>Despite the language in the lien and Okano’s declaration, Judge Eadie ordered DeCourseys to deposit \$57,036.30 in future interest to the court registry. This prejudgment interest was computed for the time between the filing of the lien and the date of the anticipated judgment. Without trying the case or hearing the evidence, Judge Eadie anticipated the decision would be in favor of Lane Powell.[69] Arriving at a judgment before hearing the case is normally called “prejudging the case” or prejudice.</p>
<p>14. Lane Powell’s December 13, 2011 motion depended on a Declaration by Pamela Okano.[70] On November 2, 2011, Okano signed a declaration stating, “In August 2011, the Lane Powell law firm, the judgment creditors’ attorneys, withdrew from the case and filed a notice of attorney lien in the amount of \$384,881.66.”[71] Okano’s statement effectively denies that the lien includes “future interest.” DeCourseys moved the Court to have Lane Powell sanctioned for deliberately misrepresenting the facts of the lien.[72]</p>	<p>Lane Powell did not address or refute the Okano declaration; Lane Powell remained silent.⁷³</p>	<p>Judge Eadie denied DeCourseys’ motion to sanction Lane Powell for misrepresenting the lien, and did not reverse the order for DeCourseys to pay future prejudgment interest.[74]</p>

<u>The Truth</u>	<u>The Lie</u>	<u>And the Judge</u>
<p>15. Lane Powell contemporaneously knew and approved of DeCourseys working with Windermere to obtain payment on the judgment.[75] In his Declaration, Lane Powell shareholder Grant Degginger attested to awareness of those efforts.[76] Lane Powell shareholder Michael Dwyer approved <i>in writing</i> of DeCourseys’ efforts to negotiate full payment of the Windermere judgment.[77] Lane Powell worked with DeCourseys’ attorney, Ms. Earl-Hubbard, throughout in multiple emails and phone calls, to effect Windermere’s payment.[78]</p>	<p>On December 13, 2011, Lane Powell charged that DeCourseys “...pay[ed] an amount less than the full amount of Lane Powell’s lien into the registry of the court... Defendants provided no notice whatsoever to Lane Powell before depriving it of its lien rights in the judgment proceeds ... Defendants also specifically requested that counsel for the judgment debtor likewise keep Lane Powell in the dark...”[79] Sulkin and Eaton demanded that DeCourseys deposit another \$57,036.30 in the Court Registry due to the “fact” that Lane Powell was “kept in the dark” about payout of judgment.</p>	<p>Despite documentary evidence of Lane Powell’s knowledge of, and tacit approval of, DeCourseys’ efforts to secure payment of judgment (see “Truth” cell at far left, Judge Eadie awards Lane Powell pre-judgment interest in the amount of \$57,036.30.[80] Without hearing the evidence or trying the case, Judge Eadie anticipated the decision in Lane Powell’s favor and ordered DeCourseys to pay future interest.</p>
<p>16. DeCourseys discovered in August 2012 that Judge Eadie’s wife was a long-time agent/broker of Windermere Real Estate (at least ten years) and moved Judge Eadie to recuse. This was a glaring violation of the appearance of prejudice under the Code of Judicial Conduct (CJC). On August 9, 2012, DeCourseys reminded Judge Eadie: “when Lane Powell filed suit against DeCourseys [October 5, 2011], the Windermere lawsuit was still on-going.”[81] The Windermere lawsuit was still in the Seattle Courthouse until mid-November 2011. Judge Eadie should have disclosed his problem and recused in accordance with the CJC as soon as he learned that the details of the case involved his wife’s (and his own) financial interests.</p>	<p>LP wrote: “Lane Powell filed and served an attorneys’ lien in the Windermere lawsuit after judgment had been entered against Windermere. Ex. A.3 When the DeCourseys failed to pay Lane Powell the attorney’s fees they owed, Lane Powell filed the instant lawsuit in early October 2011. Dkt. 1. Thus, this lawsuit in no way implicates any of Windermere’s interests.”[82]</p>	<p>Judge Eadie wrote: “Plaintiff’s complaint in the case before this court makes no claims for relief from Windermere, nor does the Defendants’ comprehensive and detailed Answer, Affirmative Defenses and Counterclaims. The present case was when filed, and remains today, an action brought by a law firm against a former client that it contends is obligated to it for unpaid fees. Windermere is not now, and never has been a party to this action. Defendants Motion to Vacate and Recuse is Denied.”</p>

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<p>17. The December 30, 2008 agreement between Lane Powell and DeCourseys states on pg. 2: "<i>DeCourseys will pay the litigation vendors.</i>"[83] DeCourseys did pay the vendors, and told Judge Eadie they paid those costs directly, "including experts, transcriptions, copying, and court fees, amounting to \$45,442.03. We paid these costs directly to the service providers and vendors, and they never appeared on the Lane Powell invoices. Exhibit I."[84] The Windermere trial court awarded those costs to DeCourseys on February 6, 2009,[85] but the award was disallowed on appeal (even though it was not challenged by Windermere).</p>	<p>Lane Powell told Judge Eadie: "The DeCourseys are responsible for reimbursing Lane Powell for the \$45,000 in costs found reasonable by Judge Fox but disallowed on appeal. ... The DeCourseys are estopped from challenging these costs as unreasonable, Mot. at 14-16, and remain responsible for paying them. Certainly, Lane Powell should not be required to bear costs incurred on the DeCourseys' behalf that were found reasonable but disallowed on appeal ..."[86]. Lane Powell was unable to show any invoices containing those costs.</p>	<p>Despite DeCourseys' documentation that DeCourseys had directly paid the \$45,442.03 in disallowed costs, Judge Eadie stated that "there was no objection to those fees"[87] and ruled in accordance with Lane Powell's representations.</p>
<p>18. The Windermere trial court awarded a 1.3 multiplier on the attorney fees. Judge Michael J. Fox stated: "Now, the plaintiffs also move for a multiplier, based on the contingency nature and the high risk nature of this particular litigation. I would add 30 percent as a multiplier because of the high-risk nature of this particular litigation ..."[88] Later, the Court of Appeals wrote: "The trial court awarded the 1.3 multiplier 'because of the high-risk nature of this particular litigation.'"[89] The trial court included no further explanation for the multiplier, nor did the written order.</p>	<p>On October 19, 2012, Lane Powell boasted the multiplier had in part been awarded due to the "vigor" in which it litigated the case.⁹⁰ On November 30, 2011, Lane Powell wrote: "[The] courts awarded Lane Powell all the fees and costs it sought, even adding a 30% multiplier <i>for its exceptional work.</i>"[91]. (Emphasis added.) "Indeed, Judge Fox found Lane Powell's 'effort' in litigating the case was exceptional. Mot. Summ. J. Ex. HH at 7."[92]</p>	<p>DeCourseys told Judge Eadie: "The record says otherwise: The multiplier was awarded 'on the contingency nature and the high-risk nature of this particular litigation.' (10/19/12 Declaration of HAM, Ex. HH, p. 4)." Nonetheless, Judge Eadie accepted Lane' Powell's lie about the reason for the multiplier: He wrote: "...this Court accepts ... Judge Fox's analysis on Lane Powell's exceptional work done on the DeCourseys' behalf."[93] (See Truth column. Judge Fox made no "analysis" or comment on the quality of Lane Powell's legal work.)</p>
<p>19. The Windermere court found that DeCourseys had incurred \$356,142.45 in reasonable attorney fees (and invoiced costs) and granted a multiplier of 1.3 for the "high-risk nature of this particular litigation."[94]</p>	<p>Lane Powell represented to Judge Eadie that the Windermere trial court had found \$463,427 in fees had been found "reasonable"[95], rather than the true figure of \$356,142.45.</p>	<p>Judge Eadie included Lane Powell's "\$467,000" figure in the total and ruled that "earlier courts" had found that total to be "reasonable." Lane Powell's sleight of hand in this instance amounted to \$110,857.55.</p>

<u>The Truth</u>	<u>The Lie</u>	<u>And the Judge</u>
<p>20. Lane Powell, being a large and completely modern, computerized law firm, arguably retained all the documents relevant to the Windermere case, and thus to its claims and defenses against DeCourseys in this case. It admitted on several occasions that it already had all the documents it was seeking in discovery,[96] and it never argued that it did not have them.[97] In its Partial Summary Judgment motion, it argued, “All the documents upon which Lane Powell relies [have] either been exchanged in discovery months ago or are part of the court record in this case or the Windermere litigation.”[98]</p>	<p>Lane Powell argued that, “Lane Powell has been stymied in its efforts to move this case forward on both its claims and to defend the counterclaims brought by the DeCourseys because of the DeCourseys' refusal to produce documents as ordered.” Lane Powell repeated that it was prejudiced and its litigation efforts were stymied in multiple court filings.[99]</p>	<p>On April 27, 2012, Judge Eadie ruled, “Defendants’ refusal [to produce documents over which they claimed privilege]... has prejudiced Plaintiff’s preparation of this case.”[100] On July 6, 2012, Judge Eadie ruled, “The discovery sought by plaintiffs is clearly material to its case and to its defense of Defendant’s counterclaims and affirmative defenses... The prejudice Lane Powell suffers and continues to suffer as a result of the DeCourseys’ willful and deliberate refusal to comply with ... discovery ... is substantial insofar as it compromises Lane Powell’s ability to prepare for trial.” On this pretext, Judge Eadie struck all DeCourseys’ claims and defenses.[101]</p>
<p>21. In response to Lane Powell’s Motion for Partial Summary Judgment, DeCourseys argued (with documentary evidence) that the contract was unenforceable, Lane Powell had repudiated the contract, Lane Powell had betrayed the purpose of the contract, and the invoices were fraudulently padded.[102] During the November 16, 2012 Summary Judgment hearing, both DeCourseys reiterated these arguments, calling Lane Powell’s billing “fraudulent” and “a racket.”[103]</p>	<p>In the hearing, Sulkin said, “... the number of hours have not been attacked by them [DeCourseys] in this case.”[104] “... there are no hours that the DeCourseys have taken issue with because they haven't responded.”[105] “...they don't complain about the reasonableness of the fees because they're arguing fraud and all these other things. And they don't complain -- they don't complain about the number of hours because they put in nothing else.”[106]</p>	<p>Despite DeCourseys’ disputes with Lane Powell’s contract and billing (in both in written argument and during the Summary Judgment hearing), Judge Eadie ruled: “The only question is on the number of hours and whether the number of hours are reasonable. Now, there hasn't been a dispute from you [DeCourseys] on that.”[107]</p>
<p>22. As a condition for continuing its representation, Lane Powell required DeCourseys to agree that Lane Powell’s legal fees were reasonable. Lane Powell wrote that statement in a letter sent to DeCourseys for signature on December 30, 2008 [108]. DeCourseys’ names and address appeared in the inside address, and the Lane Powell attorney’s name is in the signature block.</p>	<p>On November 16, 2012, during the Summary Judgment hearing, Robert Sulkin told Judge Eadie that DeCourseys had originated the December 30, 2008 letter to Lane Powell.[109] The apparent purpose behind that prevarication was to avoid the embarrassing fact that Lane Powell itself composed the language in the agreement</p>	<p>When Mark DeCoursey showed Judge Eadie that Sulkin was <i>lying</i> to him – that the letter had been written by Lane Powell and sent to DeCourseys – Judge Eadie was disinterested. Instead of admonishing Mr. Sulkin for lying to his face, Judge Eadie took up Lane Powell’s argument: “And you agreed in this that Lane Powell's fees were appropriate.”[110]</p>

<u>The Truth</u>	<u>The Lie</u>	<u>And the Judge</u>
<p>23. On December 30, 2008, Lane Powell faxed a Letter of Agreement to DeCourseys in which DeCourseys were required to sign as a condition of Lane Powell’s continued representation. The Declaration of H. Montgomery truthfully states the letter was “from [LP lawyer] to Carol and Mark DeCoursey, amending portions of fee agreement.”[111] The letter stipulated: “Lane Powell’s fees were honestly derived.”[112] The December 30, 2008 agreement violated RPC 1.8(h)(1) by “prospectively limiting the lawyer’s liability to a client for malpractice.” Courts have ruled that attorney contracts in violation of the RPC are not enforceable.</p>	<p>On November 16, 2012, in argument during summary judgment hearing, Lane Powell, represented by Robert Sulkin, repeatedly told Judge Eadie that the December 20, 2008 letter (“Exhibit K”) was originated <i>by</i> DeCourseys and sent <i>to</i> Lane Powell: “Exhibit K. It’s a letter they sent to us, okay. It’s framed as we writing it to them ... And you’ll see it’s from Mark DeCoursey to [LP lawyer]... And so if we go to page two they say they’ll agree to pay all the fees, and not only that, they’re fair honest and everything else.”[113]</p>	<p>After Mark DeCoursey insisted Judge Eadie actually look at Exhibit K (the December 30, 2008 contract) which proved it was sent <i>by</i> Lane Powell <i>to</i> DeCourseys,[114] Judge Eadie showed no interest in fact that Sulkin had just lied to him, right to his face. Instead, Judge Eadie immediately began to argue for Sulkin: “... you agreed...Lane Powell’s fees were appropriate.”[115]</p> <p>Mark also quoted RPC 1.8(h) to Judge Eadie to show that Lane Powell’s contract included an illegal term,[116], but Judge Eadie showed no interest in this violation of attorney contracts.</p>
<p>24. On November 16, 2012, at the Summary Judgment hearing, DeCourseys objected to Lane Powell’s fee claims and presented evidence in Summary Judgment hearing (which evidence was also contained in earlier filings to the court) showing Lane Powell’s bills were fraudulently padded.[117].</p>	<p>On November 16, 2012, at the Summary Judgment hearing, Lane Powell argued that DeCourseys did not present evidence or objections challenging the reasonableness of its fees and costs in response to request for Summary Judgment.[118]</p>	<p>On November 16, 2012, at the Summary Judgment hearing, Judge Eadie ruled that DeCourseys had not objected to Lane Powell’s fees: “I can rely on the absence of an objection”[119] and “[t]here having been no objections...”[120] He signs Lane Powell’s Findings of Fact and decrees: “DeCourseys did not present evidence challenging the reasonableness of those fees and costs on summary judgment.” [121]</p>
<p>25. On November 16, 2012 in open court during Summary Judgment hearing, Carol DeCoursey reminded Judge Eadie of four substantive and proven lies told by Lane Powell and shown to him in previous pleadings.[122] Carol offered Judge Eadie copies of the documents proving Lane Powell’s lies, and told him that Lane Powell has impeached itself.[123] Carol explained why telling untruths in court is wrong and telling the truth is important[124] and that “it is even more wrong” for judges to accept proven untrue statements.[125] Previous to Nov. 16 hearing, DeCourseys had documented Lane Powell’s lies in Dkts. 18, 20, 46, 54, 67, 140, 152, 156, 158 165, 173, 174, 180, and 225, among others.</p>		<p>Judge Eadie refused to accept the documents offered by Carol. He said the documents showing the lies were not included in the Summary Judgment papers – and then closed the record.[126]</p>

<u>The Truth</u>	<u>The Lie</u>	<u>And the Judge</u>
<p>26. King County web page says litigants may hire a reporter to come to any hearing and transcribe the proceedings.[127] (DeCourseys notified the judge’s office that they had hired a court reporter to attend the November 16, 2012 Summary Judgment hearing and the scheduled discovery conference after the hearing.)</p>		<p>On November 16, 2012, at the Summary Judgment hearing, Judge Eadie prohibited DeCourseys’ court reporter from transcribing the Summary Judgment hearing. “...First off, the issue of recording. I’m going to address the issue of recording this. And I will tell you right at the beginning you may not have a court reporter transcribe this hearing but you may audio record it.” [128]</p>

¹ An earlier edition of this matrix with 12 rows of facts was filed in Judge Eadie’s court on April 10, 2013, Dkt. 392. This matrix is part of Bar Complaint on named attorneys filed by Mark and Carol DeCoursey, of Redmond, Washington. Permission granted to adopt this matrix-analysis format to the needs of other truthsayers for non-commercial purposes.

² “Lawyers and judges are the keepers of the integrity of the judicial process, which is fundamental to our democracy. The importance of candor by lawyers, and the necessity to insist upon it, is well stated in *United States v. Shaffer Equipment Co.*, 11 F3d. 450, 457 (4th Cir. 1993): Our adversary system for the resolution of disputes rests on the unshakable foundations that truth is the object of the system’s process with is designed for the purpose of dispensing justice ... Even the slightest accommodation of deceit or lack of candor in any material respect quickly erodes the validity of the process.” -- Elaine E. Bucklo, US District Court, Northern District of Illinois, “From the Bench. When Lawyers Lie,” *Litigation*, Winter, 2007, Volume 33 Number 2. See “Introduction: Our Support” for additional cites on lawyers who lie to the court.

³ *H.K. Porter Co., Inc. v. Goodyear Tire & Rubber Co.*, 536 F.2d at 1119 (6th Cir.)

⁴ In the area of billing abuse alone, lawyers have been both professionally disciplined and criminally prosecuted. See “For a Few Dollars More: The Perplexing Problem of Unethical Billing Practices by Lawyers,” by Douglas R. Richmond, *South Carolina Law Review*, Vol. 60:63.

⁵ For example, New York Judiciary Law, Section 487.

⁶ 15 U.S.C. (2011), §78u-4 [Private securities litigation] provides: (c) **Sanctions for abusive litigation**, (1) **Mandatory review by court:** In any private action arising under this chapter, upon final adjudication of the action, the court shall include in the record specific findings regarding compliance by each party and each attorney representing any party with each requirement of Rule 11(b) of the Federal Rules of Civil Procedure as to any complaint, responsive pleading, or dispositive motion. (2) **Mandatory sanctions:** If the court makes a finding under paragraph (1) that a party or attorney violated any requirement of Rule 11(b) of the Federal Rules of Civil Procedure as to any complaint, responsive pleading, or dispositive motion, the court shall impose sanctions on such party or attorney in accordance with Rule 11 of the Federal Rules of Civil Procedure. Prior to making a finding that any party or attorney has violated Rule 11 of the Federal Rules of Civil Procedure, the court shall give such party or attorney notice and an opportunity to respond. (3) **Presumption in favor of attorneys’ fees and costs** (A) In general, Subject to subparagraphs (B) and (C), for purposes of paragraph (2), the court shall adopt a presumption that the appropriate sanction— (i) for failure of any responsive pleading or dispositive motion to comply with any requirement of Rule 11(b) of the Federal Rules of Civil Procedure is an award to the opposing party of the reasonable attorneys’ fees and other expenses incurred as a direct result of the violation; and (ii) for substantial failure of any complaint to comply with any requirement of Rule 11(b) of the Federal Rules of Civil Procedure is **an award to the opposing party of the reasonable attorneys’ fees and other expenses incurred in the action.** (Emphasis added.)

⁷ **Exhibit** October 25, 2011, Pg. 10, Para 60, Pg. 22 Para. 203, Pg. 23, Para 209. DeCoursey Answer. Dkt. 8.

Also November 3, 2011, Pg. 14, at 23. Motion. Dkt. 11.

November 15, 2011, Pg. 10, Para 60, Pg. 22 Para. 203, Pg. 23, Para 209. DeCoursey Amended Answer. Dkt. 21.

November 9, 2011, Pg. 1 at 23. DeCoursey Motion. Dkt. 16.

November 21, 2011, Pg. 3 at 1-3, Pg. 10 at 20-21. DeCoursey Motion. Dkt. 24.

November 28, 2011, Pg. 5 at 13. DeCoursey Motion. Dkt. 26.

December 19, 2011 (1), Pg. 9 at 13, Pg. 10 at 3, Pg. 12 at 4. DeCoursey Response. Dkt. 54

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- March 14, 2012, Pg. 5 at 10. DeCoursey Response. Dkt. 103.
May 2, 2012, Pg. 3 at 23. LP Reply. Dkt. 118.
June 13, 2012, Pg. 7 at 17. DeCoursey Response. Dkt. 135.
July 16, 2012, Pg. 6 at 1-2. DeCoursey Motion. Dkt. 174.
August 16, 2012, Pg. 6 at 22. DeCoursey Reply. Dkt. 225.
November 5, 2012, Pg. 2 at 2. DeCoursey Response. Dkt. 275.
December 4, 2012, Pg. 2 at 17. DeCoursey Motion. Dkt. 304.
January 11, 2013, Pg. 3 at 25. DeCoursey Declaration. Dkt. 346.
January 11, 2013, Pg. 7 at 17. DeCoursey Declaration. Dkt. 346.
November 16, 2012, Transcript of Summary Judgment hearing, RP Pg. 10 at 15, Pg. 11 at 5.
- ⁸ **Exhibit** December 19, 2011 (1), Pgs. 9, 10. DeCoursey Response. Dkt. 54.
⁹ **Exhibit** December 5, 2011, Pgs. 22, 23, 24, Para. 188, 189, 199, 203. LP Reply. Dkt. 36.
¹⁰ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP pg. 10, 11.
¹¹ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP at 23.
¹² **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP pg. 8 at 6.
¹³ **Exhibit** March 1, 1990. *Pappas v. Holloway*, 114 Wash. 2d 198, 210 (1990)
¹⁴ **Exhibit** September 26, 1975, *Hearn v. Rhay*, 68 F.R.D. 574 (E.D. Wash. 1975)
¹⁵ *Jakobleff v. Cerrato*, 97 A.D.2d 834, 468 N.Y.S.2d 895 (1983). (Cited in *Pappas v. Holloway*, Exhibit March 1, 1990, above.)
¹⁶ **Exhibit** November 10, 2011 (2), pg. 6 at 18-20. LP Opposition. Dkt. 18.
¹⁷ **Exhibit** April 27, 2012. ORDER. Dkt. 106A.
¹⁸ **Exhibit** December 12, 2011. ORDER. Dkt. 44.
¹⁹ **Exhibit** December 5, 2011, Para 65. LP Reply. Dkt. 36.
²⁰ **Exhibit** December 6, 2011. DeCoursey Motion. Dkt. 38.
²¹ **Exhibit** December 16, 2011. ORDER. Dkt. 53.
²² **Exhibit** March 2, 2012. ORDER. Dkt. 98.
²³ **Exhibit** March 8, 2012, Pg. 4 at 13-14. LP Motion. Dkt. 101.
²⁴ **Exhibit** March 2, 2012. ORDER. Dkt. 98.
²⁵ **Exhibit** April 27, 2012. ORDER. Dkt. 106A.
²⁶ **Exhibit** March 2, 2012. ORDER. Dkt. 98.
²⁷ **Exhibit** March 8, 2012, Pg. 4 at 13-14. LP Motion. Dkt. 101.
²⁸ **Exhibit** April 27, 2012. ORDER. Dkt. 106A.
²⁹ **Exhibit** June 25, 2012. DeCoursey Motion. Dkt. 140.
³⁰ **Exhibit** June 29, 2012 (1), Pg. 2 at 23-25. LP Opposition. Dkt. 151.
³¹ **Exhibit** July 3, 2012, Pg 1 at 17. ORDER. Dkt. 161.
³² **Exhibit** First served on Lane Powell December 19, 2011. Thereafter, produced in court without dispute from Lane Powell, September 21, 2012, Dkt. 237, Ex. A.
³³ **Exhibit** September 21, 2012, Dkt. 237, Ex. C.
³⁴ **Exhibit** September 28, 2012, Dkt. 248. “Consistent with its ethical obligations, Lane Powell has not produced documents which may be subject to the DeCourseys' privilege claim. Lane Powell is willing to produce those documents as long as the DeCourseys agree in writing that the privilege is waived.”
³⁵ November 30, 2012, Dkt. 300, Dkt. 302. December 7, 2012. Dkt. 312, Dkt. 314 and Dkt. 315.
³⁶ **Exhibit** January 11, 2013, Dkt. 349.
³⁷ **Exhibit** February 6, 2013, Dkt. 358.

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- ³⁸ **Exhibit** November 10, 2011 (2), Pg. 7 at 13-14. LP Opposition. Dkt 18.
- ³⁹ **Exhibit** July 9, 2012, pg. 16, Ftn. 5; Court of Appeals, Div. 1, *Lane Powell PC's Answer to DeCourseys Second Motion for Stay of Orders*, also Dkt. 174 Ex. C.
- ⁴⁰ **Exhibit** October 19, 2012 (1); Pg 1, at 20-22. LP Motion. Dkt. 253.
- ⁴¹ **Exhibit** March 8, 2012, Pg. 9 at 23-25. LP Motion. Dkt. 101.
Also **Exhibit** May, 1, 2012, Pg. 2 at 7-9. LP Response. Dkt. 115.
Exhibit June 27, 2012, Pg. 5 at 8-9; Pg 11 at 7-8-19-22. LP Motion. Dkt. 148.
Exhibit August 8, 2012, Pg. 4 at 11-12. LP Motion. Dkt. 192.
- ⁴² **Exhibit** March 8, 2012, Pg. 9 at 19-20. LP Motion. Dkt. 101.
- ⁴³ **Exhibit** July 13, 2012, Pg. 4. DeCoursey Motion. Dkt. 173.
- ⁴⁴ **Exhibit** April 27, 2012. ORDER. Dkt. 106 A.
- ⁴⁵ **Exhibit** July 6, 2012. Dkt. ORDER. 164.
- ⁴⁶ **Exhibit** July 27, 2012. Dkt. ORDER. 185.
- ⁴⁷ **Exhibit** August 30, 2013. Attorney bio.
- ⁴⁸ **Exhibit** December 7, 2012. LP Declaration. Dkt. 315.
- ⁴⁹ **Exhibit** January 22, 2013, Pg. 4 at 15-22. DeCoursey Reply. Dkt. 354.
- ⁵⁰ **Exhibit** August 15, 2013. Attorney Bio.
- ⁵¹ **Exhibit** January 17, 2013. LP Declaration. Dkt. 353.
- ⁵² **Exhibit** January 22, 2013, Pg. 5 at 13-16. DeCoursey Reply. Dkt. 354.
- ⁵³ **Exhibit** June 25, 2012. Ex. F. DeCoursey Motion. Dkt. 140.
- ⁵⁴ **Exhibit** August 3, 2011 (3). LP Lien. Appears in this case at Dkt. 47, Ex. A.
- ⁵⁵ **Exhibit** October 5, 2011. LP Compliant. Dkt. 1
- ⁵⁶ **Exhibit** November 3, 2011 (2). Final Judgment in Windermere case.
Filed in this case at Dkt. 225, Ex. A. DeCoursey Reply.
- ⁵⁷ **Exhibit** August 15, 2012, Pg. 4 at 12-15. LP Objection. Dkt. 218.
- ⁵⁸ **Exhibit** December 14, 2012 (1), Pg. 1 at 20-23; Pg. 2 at 1-3; Pg. 2 at 20; Pg. 5 at 18. ORDER. Dkt. 333.
- ⁵⁹ **Exhibit** August 16, 2012, Pg. 2 at 2-10. DeCoursey Reply. Dkt. 225.
- ⁶⁰ **Exhibit** June 29, 2012 (2). ORDER. Dkt. 155.
- ⁶¹ **Exhibit** August 3, 2011 (3). LP Lien.
- ⁶² **Exhibit** October 19, 2012 (2). Sample pages from voluminous exhibit. LP Declaration. Dkt. 255.
- ⁶³ **Exhibit** November 3, 2011 (1). ORDER in Windermere case. Clerk's receipt appended after last page.
- ⁶⁴ **Exhibit** November 2, 2011 Para. 7, as originally filed in Windermere lawsuit. Okano Declaration. Dkt. 455.
Included in this case with Dkt. 165, DeCoursey Reply. July 9, 2012, Ex. 10.
- ⁶⁵ **Exhibit** October 5, 2011. Para. 3.8. LP Complaint. Dkt. 1.
- ⁶⁶ **Exhibit** December 13, 2011, Pg. 5 at 11-14. (Signed December 7, 2011.) LP Motion. Dkt. 46.
- ⁶⁷ **Exhibit** December 13, 2011, Pg. 1 at 16-26, Dkt. 46, and, in various forms, repeated 8 times: Pg.2 at 8-10; Pg. 4 at 16- pg. 5 1-2; Pg. 5 at 4; Pg.5 at 14-16; Pg. 6 at 1-2; Pg.8 at 6-8; Pg. 8 at 22-23; Pg. 10 at 12-13. LP Motion.
- ⁶⁸ **Exhibit** December 13, 2011, Pg. 5 at 4-6. LP Motion. Dkt. 46.
- ⁶⁹ **Exhibit** December 21, 2011. ORDER. Dkt. 63.
- ⁷⁰ December 13, 2011 LP Declaration. Dkt. 48.
- ⁷¹ **Exhibit** November 2, 2011 as originally filed in Windermere lawsuit.
Included in this case with Dkt. 165, July 9, 2012, Ex. 10. DeCoursey Reply.

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- ⁷² **Exhibit** June 29, 2012 (3). DeCoursey Motion. Dkt. 152.
- ⁷³ **Exhibit** July 6, 2012. LP Objection. Dkt. 163
- ⁷⁴ **Exhibit** July 11, 2012. ORDER. Dkt. 167.
- ⁷⁵ **Exhibit** December 19, 2011, Pg. 4 at 16-24; Pg. 5 at 1-17. DeCoursey Response. Dkt. 54.
- ⁷⁶ **Exhibit** December 20, 2011(1) LP Declaration. Dkt. 59.
- ⁷⁷ **Exhibit** September 28, 2011. LP letter.
Filed in this case on July 16, 2012, as Exhibit E. DeCoursey Motion. Dkt. 174.
- ⁷⁸ **Exhibit** December 19, 2011 (2). DeCoursey Declaration. Dkt. 55.
Amended December 21, 2011 (1). Errata. Dkt 62.
- ⁷⁹ **Exhibit** December 13, 2011, Pg. 2, 1-5. LP Motion. Dkt. 46.
Exhibit June 27, 2012, Pg 3 at 12-13. LP Motion. Dkt. 148.
- ⁸⁰ **Exhibit** December 21, 2011. ORDER. Dkt. 63.
- ⁸¹ **Exhibit** August 9, 2012, Pg. 2, at 13. DeC Motion. Dkt. 196.
- ⁸² **Exhibit** August 15, 2012, Pg. 4 at 12-16. LP Opposition. Dkt. 218.
- ⁸³ **Exhibit** December 30, 2008.
Filed in this case on October 19, 2012 (3), Ex. K, as described on Pg 2 at 25-26. LP Declaration. Dkt. 254.
- ⁸⁴ **Exhibit** December 6, 2012 Pg. 9 at 12-20. DeC Declaration. Dkt. 310.
- ⁸⁵ **Exhibit** February 6, 2009 (1).
Filed in this case on October 19, 2012 (3), Exhibit E, as described on Pg. 2 at 10-11. LP Declaration. Dkt. 254.
- ⁸⁶ **Exhibit** November 30, 2012 (1), Pg. 4 at 13-26. LP Supplemental Brief. Dkt. 300.
- ⁸⁷ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP 57 at 24-25.
- ⁸⁸ **Exhibit** February 6, 2009 (2) Pg. 5.
Filed in this case on October 19, 2012 (3), Ex. HH, as described on Pg. 4 at 22-23. LP Declaration. Dkt. 254.
- ⁸⁹ **Exhibit** November 8, 2010, Pg. 34.
Filed in this case on October 19, 2012, Ex. H, Pg. 34. LP Declaration. Dkt. 254.
- ⁹⁰ **Exhibit** October 19, 2012 (1), Pg. 20 at 12-13.
- ⁹¹ **Exhibit** November 30, 2012 (1), Pg. 1 at 9-10. LP Supplemental Brief. Dkt. 300.
- ⁹² **Exhibit** December 21, 2012, Pg. 9, Ftn. 6. LP Response. Dkt. 339.
- ⁹³ **Exhibit** December 14, 2012 (1), Pg 4 at 10, 13,14. ORDER. Dkt. 333.
- ⁹⁴ **Exhibit** February 6, 2009 (2) Pg. 5 at 8-16.
Filed in this case on October 19, 2012, Ex. HH. LP Declaration. Dkt. 254.
- ⁹⁵ **Exhibit** November 30, 2012(3), Ex. SS. LP Declaration. Dkt. 301.
- ⁹⁶ **Exhibit** July 9, 2012, Pg. 16, fn 5.
Lane Powell argued to the Court of Appeals, “The DeCourseys, of course, hold the privilege (not Lane Powell) and their continued albeit improper assertion of the privilege needlessly complicates Lane Powell’s use of **documents in its possession** in this litigation.” [Emphasis added.]
- ⁹⁷ **Exhibit** November 10, 2011, Pg. 7 at 13-16. LP Opposition. Dkt. 18.
Lane Powell argued, “[t]he Defendants claim that the materials requested are in the possession of Lane Powell. E.g., *Mot.* at 13. But Lane Powell is also entitled to know what documents Defendants have in their possession regarding the lawsuit and Lane Powell’s representation.”
- ⁹⁸ **Exhibit** November 9, 2012, Pg. 5 at 3-4. LP Response. Dkt. 278.
Also Exhibit October 19, 2012 (1), Pg. 1 at 20-22, Pg. 10, at 25-26, Pg. 11 at 1-2. LP Motion. (Dkt. 253)
- ⁹⁹ **Exhibit** March 8, 2012, Pg. at 23-25. LP Motion. Dkt. 101

Also Dkt. 101, Mar. 8, 2012, Pg. 9 at 19-26. LP Reply.
Dkt. 115. May 1, 2012. Pg. 2 at 7-9; LP Response.
Dkt. 148. June 27, 2012, Pg. 5 at 8-9; Pg 11 at 7-8-19-22. LP Motion.

¹⁰⁰ **Exhibit** April 27, 2012. ORDER. Dkt. 106A.
¹⁰¹ **Exhibit** July 6, 2012. ORDER. Dkt. 164.
¹⁰² **Exhibit** November 5, 2012, Pgs. 7, 8. DeC Response. Dkt. 275
¹⁰³ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP 65 at 5-11; pg 66 at 11-20; pg. 67 at 14-24.
¹⁰⁴ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP 41
¹⁰⁵ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP 46
¹⁰⁶ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP 48-49
¹⁰⁷ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP 58
¹⁰⁸ **Exhibit** December 30, 2008.
Filed in this case on December 19, 2011, Ex. 7. Dkt. 54.
Also filed on October 19, 2012 (3), Ex. K, described on Pg. 2 at 25-26. LP Declaration. Dkt. 254
¹⁰⁹ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP pg. 39 at 11, pg. 40, 1-17; pg. 50 at 1-25, pg. 51 at 1-9.
¹¹⁰ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP pg. 51, at 10-11.
¹¹¹ **Exhibit** October 19, 2012 (3), Ex. K, described on Pg. 2 at 25. LP Declaration. Dkt. 254.
¹¹² **Exhibit** December 30, 2008.
Filed in this case on October 19, 2012 (3), Ex. K, described on Pg. 2 at 25-26. LP Declaration. Dkt. 254.
Also filed on December 19, 2011, Ex. 7. Dkt. 54.
¹¹³ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP 16, 20, 39, 40
¹¹⁴ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP 51 at 6-9.
¹¹⁵ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP 51 at 10-11.
¹¹⁶ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP 51 at 12-18.
¹¹⁷ **Exhibit** November 5, 2012, Pg. 7 at 7 et seq. DeC Response. Dkt. 275.
Exhibit November 16, 2012, Transcript of Summary Judgment hearing, RP 24, 27, 66, 67;
Exhibit November 26, 2012, Pg 6 at 7-23. DeC Motion. Dkt. 296.
¹¹⁸ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP 15, 17, 41, 57.
¹¹⁹ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP 58
¹²⁰ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP 60.
¹²¹ **Exhibit** December 14, 2012(1), Pg. 3, 23 - 24. ORDER. Dkt. 333.
¹²² **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP 38, 29, 30, 31.
¹²³ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP Pg. 54 at 19-24.
¹²⁴ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP Pg. 31 at 17-22
¹²⁵ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP Pg. 31 at 23-25.
¹²⁶ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP Pg. 55 at 2-19.
¹²⁷ See Court's web page, <http://www.kingcounty.gov/courts/Clerk/Records/CopiesofHearings/Transcription%20of%20Hearings.aspx>
¹²⁸ **Exhibit** November 16, 2012. Transcript of Summary Judgment hearing, RP pg. 2, at 13-14.