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We're the newcomers to Washington who were brought to the verge of financial ruin by Windermere, the Northwest's largest real estate firm. We're attempting to turn our negative experiences into something positive for our community and the American Homestead. Our website is dedicated to a study of *Public Interest * Public Conscience * Public Duty

"You cannot submit to evil without allowing evil to grow. Each time the good are defeated, or each time they yield, they only cause the forces of evil to grow stronger. Greed feeds on greed, and crime grows with success. Our giving up what is ours merely to escape trouble would only create greater trouble for someone else." -- Louis Lamour, *A Man Called Noon*, Bantam, page 173.

December 10, 2008

Lane Powell, PLLC
Brent L. Nourse
Stanton Beck
Grant Degginger)
1420 Fifth Avenue, Suite 4100
Seattle, WA 98101

Re: LanePowell's December 5 letter to us

Gentlemen:

We think the matter of attorney fees should have been raised after Judge Fox makes his ruling on our CPA award on December 22. But since you have brought the matter up at this time, we will respond.

Please construe everything in this letter as an attempt to further solidify our relationship with Lane Powell and to make it sounder and stronger. We hold all of you who have supported us in this difficult struggle with great affection.

Together we have been an exceptional team, achieving much more than our opponents thought possible. We have only a little further to go for all of us to realize what is due us. The future is not without risk, but also with great promise.

We write to persuade you to take a fresh look at our mutual situation. Realize that we write with incomplete information: We do not know the breakdowns of the legal fees charged fighting each of our opponents. With this limitation in mind, let us begin with some history.

When we first met you in 2007, you told us that that we could expect to pay $100,000 in legal fees through to the end of trial. We gave you a $5,000 retainer. (That $5,000 check is not recorded on the spreadsheet you emailed to us on December 8. We will research our records further -- there may be other payments.)

Your estimate was in line with the estimates of two other experienced litigators we consulted in 2006: $100,000 through to end of trial. In 2007, another experienced litigator estimated $70,000.

Now at end of trial, we find that we have paid Lane Powell approx. $113,000, which figure includes the $5,000 retainer. Please also be reminded we have paid and owe thousands of dollars in other legal expenses generated while we were represented by Lane Powell.

DeC 1070

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Jan. 11, 2012 -- We apologize for the typo in the first sentence. That sentence should read: *"We think the matter of attorney fees should be raised when Judge Fox makes his ruling . . . "*

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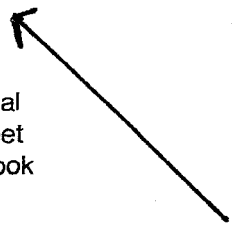
DeC 1069

Your statements shows we now owe another $367,032.67. Given what we have already paid, Lane Powell's legal fees now stand at approx. $480,000. That is approx. $380,000 over the amount you estimated. There is no way we could ever have agreed to pay close to $500,000 for your services.



Remember that Windermere insisted we sue them. Windermere dreamed up frivolous and bizarre legal theories in pleadings and arguments to the court that had to be answered. Windermere dragged its feet in Discovery and consumed your time in insincere settlement negotiations. As you have noted, they took us to trial without evidence or witnesses, and then requested a retrial.

We did nothing to drive the costs up. We told not one lie, not one fib, not one exaggeration. We handed Lane Powell a well developed and researched case. When Lane Powell took our case over, it was not even necessary for you -- professional lawyers with years of experience -- to amend the complaint we had written. We had done important strategic discovery, prompted government investigations that yielded important information, and sleuthed out many issues and details.

Aside from developing the case before we met you, we helped you with many workable legal and strategic suggestions -- suggestions that were incorporated into the Lane Powell strategy. We scrupulously edited the pleadings, correcting errors of fact and legal nuance. Among other contributions, we

- framed Discovery requests that proved of great benefit
- analyzed the voluminous document productions
- brought critical photographic evidence into the case for colorful and graphic use at trial
- located and recruited Joseph and Mary Lee Calmes, Aaron Nelson, and Tom Dealy to witness
- presented a credible case from the witness stand
- suggested a crucial clause for the [redacted] settlement agreement (cited by you in argument on December 5), and
- brought to your attention Rule 54(b) for use in our brief concerning legal fees.

How many clients make such material contributions to a legal case?

If Windermere offered no defense at trial, it was because it had none. Recall that we refused to permit Windermere into our home with an inspection team after close of Discovery, despite your advice to do so. Windermere was making a faux settlement offer ($100,000), a ruse for getting an appraiser into the house to patch up the gross errors Davis made with his case preparation. You asked that we trust Davis' promises to you over the phone that he would not use those experts in trial. Remember, Davis is the man who lies in his JNOV motion about what what happened during the trial, lied to Judge Fox's face about what happened in the trial, and argues to Judge Fox that all the important conflict-of-interest case law is in Constitutional Sixth Amendment precedents!

We had the guts to insist that Windermere play by the rules. We had the guts to take our case to the jury. The money was awarded to *us* to make up our damages. The strategy we insisted be followed paid off.

And here we are, right on the threshold of triumph, with a question for your managing shareholders: Are we now to fall, bickering over legal fees? In Hollywood, it is well known that nothing ruins a good marriage like success. Let not this relationship fall to the same frailty. We must not ruin all our hard work bickering over legal fees.

Let us return to discussion of that $270,000 you hold in trust for us.

In September, you told us it was an essential trial strategy to settle with [redacted]. We agreed in principle, trusting your judgment. But ask though we did, we could not get a written offer with full terms from the [redacted] representative. When we finally got a written offer, the terms were quite different than originally presented; it was a "bait and switch." Naturally, we did not agree to the more onerous terms. Throughout, however, we assured you that any money we received we would keep ourselves, to fix our emergencies -- none would go to Lane Powell. Knowing that, you continued with the negotiations.

DeC 1071

As the trial date grew closer with still no settlement, we were all under tremendous pressure. You told us you were not ready to go to trial with [redacted], and told us you feared we would sue you for malpractice. We could not bear to see you under this pressure, fearing for both you and us. We signed the agreement under this pressure, and almost immediately regretted doing so. The dreaded confidentiality agreement is a burden.

However, during all this, we again made our intentions clear about the money. We twice requested that settlement money be paid to us in a certified check made out to "Mark and Carol DeCoursey." We enclose two emails that document our requests.

Coincidentally, the Lane Powell account balance at about that time of the negotiations was in the range of $270,000. You assured us there would be no legal fee coverage in [redacted] settlement award, given Erlick's ruling.

When the check came, despite our specific instructions, it was not payable to us, but to *Lane Powell and* Mark & Carol DeCoursey. Given that the trial was upon us and you were in overdrive preparing for it, we did not demand the check be reissued. We felt that distracting you in any way from the trial preparation would be suicidal. Besides, you assured us the money was going to be kept in a trust account for us, earning interest, that the money was really ours, and that it could never be taken out of our account without our permission.

Brent, you recently told us that the [redacted] portion of the legal fees amounted to about $150,000. Let's do the math. If the [redacted] award is $270,000 and it cost $150,000 of non-recoverable legal fees to get there . . . the actual award is $120,000. Just think of that! For all the damage [redacted] did, we let them off for $120,000 -- and got saddled with a Dark Clause.

In perfect hindsight, though we were somewhat unprepared for trial, [redacted] was completely unprepared. It was foolish of us to settle. We wish you had warned us against it rather than pressuring us to accept. We could potentially have claimed CPA from both [redacted] and Windermere, and come to the same place, even without the collateral source -- and escaped [redacted] Dark Clause.

Even so, the settlement money was given to us to make up the damages [redacted] did not to pay Lane Powell's legal fees. But on December 5, you tell us Lane Powell will "release" $50,000 to us and keep the rest in payment of legal fees -- as though the [redacted] settlement money belonged to Lane Powell, and as though the legal time spent on the settlement was not to advantage us, but to advantage Lane Powell. Seen in that light, the $150,000 in legal fees expended to reach an [redacted] settlement should be absorbed by Lane Powell.

We have asked for a written description of the trust account into which you put our money. Such a description would include a description of its purpose, and the rules that govern withdrawal of money from it. We have not received that description.

The request that our damages money be used to pay legal fees is being made at the same time Lane Powell is preparing a pleading asking the Court to order Windermere to pay legal fees. We believe that your letter of December 5 and this letter in response (or extracts thereof) be included as an Exhibit in that pleading. We believe the court should be fully informed of our mutual situations.

Are we to understand that unless we agree to relinquish $220,000, you will stop representing us? And if we agree to relinquish that $220,000, what will happen when Windermere appeals? You ask us to agree that paying close to $500K in legal fees is "reasonable" -- given your estimate of $100,000. And then you ask us to agree to a "reasonable payment plan" to finance the appeal.

If we can't agree to what Lane Powell deems a "reasonable" payment plan, will we be left to fight the appeal ourselves? That would be a strategic mistake. Given the likelihood of us prevailing *pro se* during the appeal process, Windermere would win and -- and both DeCourseys and Lane Powell would lose.

You also mention that we should "cooperate in achieving a reasonable settlement with Windermere." Who decides what is reasonable? Presumably Lane Powell, not us. And history has shown that Lane Powell's idea of a "reasonable" settlement offer is not reasonable to us. No, we will not give our home away to Windermere for some niggardly price so it can profit from its foul deeds -- by flipping the property or tearing the house down and building three or four mega houses. No, we will not be torn out of a community we love, surrounded by friends. We have never pretended to be other than *home*owners. Had you suggested we allow Windermere to take our home from us when we first met you, we would have considered that suggestion as a reason to disqualify you as our attorney.

And what of basic human rights, like freedom of speech? Windermere has repeatedly demanded a Dark Clause in which we would be permanently enjoined from speaking to anyone about our experiences -- as if we were political prisoners in the Gulag Archipelago. Would Lane Powell find that "reasonable"?

Looking at the entirety of your proposals for settlement, we would be far poorer at the end of our relationship with Lane Powell than we were at the beginning. None of this is "reasonable."

As professional litigators, Lane Powell would surely have been aware of Windermere's scorched earth strategy. And Lane Powell knew of our modest circumstances. Yet Lane Powell took us on, and took Windermere on. We are grateful, but respectfully remind you that Lane Powell had to know the nature of the commitment.

You also knowingly took on a case in which Judge Erlick ruled that *pro se* litigants had voluntarily renounced their statutory rights to attorney fees -- when we did no such thing.[1] That was the condition of the case when you accepted it.

As you have noted, the conduct of this case consumed much client consultation time. That time was spent in was strategic consultation and factual briefing: often you originated calls to us. When we originated calls to you, they concerned substantive matters. On the other hand, you spent many hours on the phone with us trying to convince us to accept a deal we repeatedly told you we would never accept -- the sale of our home to Windermere. We realize you operate in a specialized milieu, but we tried to warn you about spending time on the phone with such as Geoff Bridgman, [redacted] and Matt Davis, encouraging you to force them to put anything worthwhile they had to say in writing. Let us take just one example: How much time did [redacted] waste, assuring you [redacted] wanted to settle and then telling you the opposite during the August mediation with Judge Carroll? It was obvious to us that the opposing lawyers were trying to blow away your time to increase our bills, and we told you so on multiple occasions.

As matters stand now, we will receive small benefit from the $113,000 already paid and the $367,032.67 owing. In your letter, you make no mention of who would pay the approximately $30,000 in witness expenses for the trial. If you are proposing that we pay the $30,000 witness expenses, the result would be that Lane Powell would "release" a net $20,000 to us. Therefore we would pay and/or owe approx. $490,000 for a $20,000 recovery of damages.

We remind you that Lane Powell acts as in a fiduciary capacity in the matter of this lawsuit and our recovery.

You say that our "ultimate recovery is also more than three times higher" than our "prospective damages assessment when we first met." You can attribute that in part to our refusal to accept your advice to settle with Windermere for $100,000. Recall your warning that a jury would not award us more than $100,000.

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1 [redacted]

The fact is, this whole case is a lot bigger than any of us thought, bigger for us and bigger for you. Realize that *you*, not we, instigated the research on the shear walls -- discovery of the shear wall problems raised the damages amount, and thus our jury award.

Both Lane Powell and DeCourseys stand to gain handsomely from this case. Better than wills and divorces, yes? Big money sometimes makes people nervous, but let's not lose our nerve.

What of justice? Some weeks ago while at Lane Powell, we spoke to one of your representatives and complained about Windermere's scorched earth tactics. Your lawyer told us that Windermere's attorney, Matt Davis, "was just doing his job." What is Davis' job, one might ask? Apparently his "job" is to use the legal system to create terror, to communicate an important message to Windermere customers: "Don't sue Windermere. Windermere will use its wealth to destroy you."

Of course, the more a corporation uses its superior wealth to manipulate the judicial system, the more money is earned by the law firms representing the victims. When the victims run out of money, their attorneys often drop them and they have no more access to "justice." Thus the legal system appears to many as a transfer of wealth scheme, in which corporations like Windermere and prestigious law firms are, effectively, business partners.

With the requests in your December 5 letter, Windermere's rapacious plans are effected. It matters not whether you wish it -- your requests are Windermere's tool wielded against us. Your requests are exactly what Windermere wants, and what it designed.

Yet the legal system was not designed to be a money-making machine for law school graduates. It was designed to dispense justice throughout society. We are sure Lane Powell would agree.

Windermere's contempt for the legal system is further revealed in Davis' undated, handwritten "settlement offer" of $150,000, given to us on scratch paper.

Is Lane Powell willing to allow an opponent like Windermere to purposely run up the legal bill, and then take their client's damages money to retire those bills? And will Lane Powell abandon the client in the frivolous appeals process Windermere may undertake? Is Lane Powell willing to go along with a system in which opposing lawyers lie to judges, [redacted]? Is Lane Powell willing to operate in a court system in which legal victory goes to the party with the fattest wallet?

Some believe this is an historic time for in our country. Our new President has invited us all help change our country for the better. What efforts will Lane Powell make to change the legal system for the better, to ensure a system with "justice for all"? Here is an opportunity. Speak out against what is happening to us and the pressure Windermere is putting upon you to abandon us.

On the other hand, if Lane Powell believes in the legal system as it is -- here is an opportunity to demonstrate faith. Show that you regard the appeals court as a place where justice is dispensed rather than as a roulette table in a gangland casino. Have confidence.

If you consider that all your efforts representing us were efficient, you are justified in demanding that every penny of your fees be paid. But the fees should be paid by those who incurred them, and those who can afford to pay them -- Windermere.

Let us find a way to work together and continue our partnership. Yes, we agreed to settle with [redacted] on the condition that the money be put in our bank to be used to for the purposes we intended. But we are willing to compromise to give assurance of our faith in you.

We propose that (a) we write checks from our trust account to pay our trial witnesses, and (b) leave the remainder intact, in the trust account. The money is in a safe place. We are not going anywhere, and nor are you.

Certainly, the plan we propose has disadvantages for us. We cannot pay off the encumbrances we acquired or rid ourselves of our ARM mortgage, and we will miss the present (and so opportune) chance

to get a low interest conventional mortgage. We cannot undertake the emergency repairs the house so badly needs.

On the other hand, we think we have an excellent chance of prevailing, particularly in this political climate, if you stick with us.

We came into this partnership expecting something resembling justice. We now stand a chance of getting it.

You came into this partnership expecting to earn $100,000. You now stand a chance to earn well over $500,000, and possibly gain a reputation in a cutting edge legal practice -- advocacy against predatory business practices and corporate fraud.

Together, we can achieve these goals for each other. "Yes, we can."

Sincerely,

Mark & Carol DeCoursey