

## Michele Earl-Hubbard

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**From:** Michele Earl-Hubbard  
**Sent:** Thursday, August 18, 2011 1:56 PM  
**To:** McBride, Ryan P.  
**Cc:** Chris Roslaniec  
**Subject:** DeCourseys' files

Mr. McBride:

1. I am trying to sort out what costs the DeCourseys might be entitled to on remand and really need to get their files from you showing the detail of the various costs charged to them and reflected in the submissions. It is impossible to match up what was filed originally with the categories allowed without more detail and backup.
2. I also need to get the complete pleadings files and correspondence files from you.
3. Can I get those files and records from you (#1 and 2 above)? I can have a staff member come pick things up.
4. Based on my review of the court dockets, I am not seeing a Judgment from Division One or the Supreme Court yet for the fee and costs awarded by those courts. Were their judgments entered by those courts? And is there documentation somewhere for how the parties reached the interest percentages for the judgment amounts? I am trying to reconcile information Mr. Hickman is providing me and have nothing to which to compare it.
5. Also, Mr. Hickman has contacted me apparently following up on some discussions your firm had with him regarding partial payment and disbursement of some of the judgment amounts -- the ones now set by the courts which will not be disturbed. Can you forward to me the communications your firm has had with Mr. Hickman and his co-counsel and colleagues related to the partial payment and disbursements so I can pick those discussions up and see where things were left?
6. Finally, Mr. Hickman has expressed an interest, as he apparently did with your firm earlier, to pay the portions of the judgments now that will not get reduced but now your firm's lien is causing his clients some concern about still doing this. Would Lane Powell be amenable to having the judgment amounts settled thus far by the courts deposited into our law firm's trust account and agreeing to disbursement to the DeCourseys of the amounts in excess of Lane Powell's lien notice amount but with the agreement that we would hold back in our trust account an amount equal to your lien notice while my clients and your firm sort out the lien issue? We would not, of course, disburse to the DeCourseys the amount equaling your lien notice amount until the lien issue got resolved. I am sure Lane Powell would go after our firm if we did so after receiving your lien notice. I am just trying to find a way the defendants can pay the amounts owed so far, and the DeCourseys can get some of the money owed to them so they can start repairing their home and get on with their lives, while at the same time satisfying your firm the amount in its lien notice will be held in a secure place while you and the DeCourseys discuss the lien issue. Having the money held by the Defendants while interests continues to accrue and no one can be paid does not really benefit anyone.

I look forward to your responses to the above. I know we both are busy, but I hope to hear from you soon as the DeCourseys have deadlines looming and need to respond to the Defendants regarding the payment and interest and costs questions.

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