

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING

LANE POWELL, PC, an Oregon professional
corporation,

Plaintiff,

v.

MARK DECOURSEY and CAROL
DECOURSEY

Defendants

No. 11-2-34596-3 SEA


ERRATA REQUEST

Accompanying this request is a corrected copy of the *Declaration of Michele Earl-Hubbard* with a corrected page 3. Please file this corrected declaration in the place of the first and present it to the judge for consideration. Ask the court to substitute this new page 3 for the earlier one.

In this corrected version, Ms. Earl-Hubbard has underlined and bolded two mentions of the name "Gabel" where she had erroneously written "McBride." Paragraph 8 is recounting, as it says, a conversation Ms. Earl-Hubbard had with Andrew Gabel. She made a clerical error and referred to him as "Mr. McBride" twice within that same paragraph after having correctly identified him at the beginning at the paragraph. S she was obviously discussing the same conversation.

DeCourseys apologize for any inconvenience.

December 21, 2011
Date


Mark DeCoursey

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LANE POWELL, PC, an Oregon professional corporation,

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MARK DECOURSEY and CAROL DECOURSEY

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No. 11-2-34596-3 SEA

DECLARATION OF MICHELE EARL-HUBBARD

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Michele Earl-Hubbard declares the following under penalty of perjury:

1. I am a not a party in this lawsuit. I am over the age of 18 and competent to testify. I make this declaration based on personal knowledge.

2. Earlier this year I was retained by Defendants Mark and Carol DeCoursey to represent them in their lawsuit against Windermere replacing their current counsel at Lane Powell. They had earlier contacted my firm for advice on that matter and concerns they were having with their current counsel’s handling of it. I am not at liberty due to work product and attorney client privilege restrictions to discuss the substance or subjects of these earlier conversations.

DECLARATION 2 OF MICHELE EARL-HUBBARD

Mark & Carol DeCoursey, *pro se*
8209 172nd Ave NE
Redmond, WA 98052
Telephone 425.885.3130

1 3. On August 3, 2011, I filed and served a Notice of Appearance to all attorneys
2 identified as counsel in the case. I also instructed the attorney for the opposing party not to
3 disburse any funds to Lane Powell or its Trust Account. A true and correct copy of that
4 email is attached as **Exhibit A** hereto.

5 4. On August 3, 2011, I received a response to this email from William
6 Hickman, the lead attorney for the adverse party in the lawsuit. A true and correct copy of
7 his response is attached hereto as **Exhibit B**.

8 5. Later that day, before Lane Powell had filed or served any substitution or
9 withdrawal paperwork, we and the DeCourseys received a notice of lien from Lane Powell.
10 The Lien Notice had a specific dollar figure identified on it and I understood, and still
11 understand, that to be the amount Lane Powell contends was owed and to which it claimed a
12 lien.
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14 6. On August 10, 2011, I received a phone call from Mr. Hickman. During the
15 phone call, Mr. Hickman acknowledged that sometime prior to my Notice of Appearance he
16 and Lane Powell had agreed to a partial payment on the judgment of \$1 million from his
17 client to the Lane Powell trust account. The location of the payment was at Lane Powell's
18 request. He revealed that on the day I filed my Notice of Appearance and instructed him not
19 to make any payments to Lane Powell or its trust account that he had to rush to put a stop to
20 the transfer. From our conversation, it appeared the agreement to disburse \$1 million to the
21 Lane Powell trust account had been made quite some time before my involvement, and I
22 came to understand this agreement had been reached sometime before notice to the
23 DeCourseys by Lane Powell that such a payment was to occur.

24 7. On August 18, 2011, I sent an email to Lane Powell attorney Ryan McBride.
25 A true and correct copy of this email is attached as **Exhibit C**. Later that day I received a
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1 response email from Mr. McBride. A true and correct copy is attached hereto as **Exhibit D.**

2 8. On August 18, 2011, I spoke by phone with Lane Powell attorney Andrew
3 Gable. Mr. Gable and I discussed the issues in my email of that same day sent to Mr.
4 McBride. I explained that Mr. Hickman and his clients were uncomfortable making a partial
5 payment on the judgment without assurances that Lane Powell did not object to the
6 arrangement and suggested as I had done in my earlier email to Mr. McBride that we agree to
7 have the money deposited somewhere for safekeeping with an agreement that the amount in
8 excess of the Lane Powell lien notice be disbursed to the DeCourseys while the Lane Powell
9 lien notice amount was kept secured until the lien issue was sorted out. Mr. **Gable** said Mr.
10 Degginger was out until Monday but that he had talked to firm management and their
11 response right now was that the money could not be deposited anywhere except the Lane
12 Powell trust account and that Lane Powell would not agree to allow any disbursement to the
13 DeCourseys until the Lane Powell lien was paid first. I told him I did not think Lane Powell
14 could hold the DeCourseys' money "hostage" so long as the amount Lane Powell claimed
15 under its lien was held somewhere safe, and that the Lane Powell trust account would not be
16 an acceptable location as Lane Powell no longer represented the DeCourseys. I asked him to
17 talk to Mr. Degginger when he returned and to get back to me with other options. Mr. **Gable**
18 kept saying "all they have to do is pay us and we will withdrawal our lien" to which I
19 explained the DeCourseys did not have the money to pay the amount of the lien until there
20 was a payment on the judgment. He agreed he would talk to Mr. Degginger and get back to
21 me.
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25 9. On August 18, 2011, Mr. Gable sent me an email with the Partial Satisfaction
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1 of Judgment his firm had earlier negotiated with Mr. Hickman for payment of \$1 million to
2 the Lane Powell Trust Account. A true and correct copy of that email is attached hereto as

3 **Exhibit E.**

4 10. Later that same day Mr. McBride sent me an email stating “no feedback, no
5 discussions” alleging apparently he had had no discussions with Mr. Hickman and had given
6 him no feedback on the proposed judgment satisfaction paperwork for which his firm had
7 been about to receive a \$1 million payment from the insurance company. A true and correct
8 copy of that email is attached hereto as **Exhibit F.**

9
10 11. On August 23, 2011, Mr. Gable and Mr. Degginger called me together on
11 speakerphone. Mr. Degginger demanded to know what issues the DeCourseys had with the
12 lien amount or their fees. Mr. Degginger wanted precise billing entries or precise issues they
13 contested. I explained that I was new to this case and just getting up to speed and that I had
14 been brought in to deal with the remand issues and was just trying to get my head around the
15 situation so I could respond to Mr. Hickman about this issue of a partial payment now of
16 uncontested amounts at least. I explained I was just trying to get access to the files and
17 records and information I needed to get a modified judgment prepared, put together a cost
18 motion if necessary or at least sort out the amount of costs to suggest as a stipulated amount,
19 and deal with getting an agreement for a deposit to some location of judgment proceeds so
20 the DeCourseys could get the amounts beyond the Lane Powell lien notice amount while the
21 lien amount was sorted out between Lane Powell and the DeCourseys.

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24 12. Mr. Degginger repeated that his firm needed to know what the DeCourseys’
25 issue was with the lien amount and wanted the DeCourseys to authorize payment to Lane
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1 Powell of the full lien amount before any payment was made to the DeCourseys. I explained
2 that we basically had three issues right now I thought needed to be addressed.

3 13. I explained that issue one was whether Lane Powell would agree that the
4 judgment amount or a partial judgment amount somewhere around \$1 million could be
5 deposited by Mr. Hickman's clients right now to a secure location and if, so, where. I
6 explained Mr. Hickman had told me he was uncomfortable depositing any judgment money
7 without Lane Powell's sign off and so a lack of agreement by Lane Powell was a hold up of
8 the deposit. I suggested our trust account at Allied Law Group or an escrow account as the
9 location for the deposit but invited them to offer us some other place. Mr. Degginger said
10 the full judgment amount should be deposited to the Lane Powell Trust Account. I explained
11 that was not an option. I explained the reason his trust account was no longer appropriate was
12 his firm no longer represented the DeCourseys, and so our trust account would be a more
13 logical place for the funds to be deposited than his firm's. He objected to our trust account
14 saying "they might fire you tomorrow." I asked him again to suggest other secure locations
15 – other than the Lane Powell Trust Account – for a deposit of the judgment amount.

16 14. I next addressed issue two. Issue two was that once this money was in this
17 secure location, whether Lane Powell would agree and not object to disbursement to the
18 DeCourseys of amounts in excess of the Lane Powell lien notice amount. I explained we did
19 not need his permission for this, but that I was informing him of our plan to arrange for
20 payment to the DeCourseys of the amount in excess of the Lane Powell lien notice while
21 keeping the amount noted in the Lane Powell lien notice secure. (At no time during this
22 discussion, or any other, was there any mention by Mr. Degginger or Mr. Gable that the
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1 dollar figure noted in that lien notice was not the complete amount to which Lane Powell
2 claimed a lien. They did not mention the concept of interest, for example, nor did they ever
3 inform me their fees and costs were allegedly accruing interest pursuant to any agreement.)

4
5 15. I next turned to issue number three. Issue three related to the issue of the
6 Lane Powell lien and the amount allegedly owed to Lane Powell. I explained to Mr.
7 Degginger that I did not believe issue number three could be used as grounds to hold up a
8 deposit of the judgment money to some secure account or disbursement to the DeCourseys of
9 the amounts above the lien notice amount so long as the lien amount was in a secure location
10 while the lien was addressed. I said I did not believe a judge would ever allow Lane Powell
11 to hold up payment like that if we were forced to brief the issue and that I thought the court
12 would be annoyed with the lawyers (by which I meant Lane Powell) for taking that position.
13 I said it would appear “problematic” for his firm to take such a position from an ethical and
14 legal standpoint. I said that maybe I was misunderstanding him but it sounded like he was
15 saying Lane Powell was going to “hold the DeCourseys’ money hostage” unless the
16 DeCourseys agreed to pay Lane Powell in full its lien notice amount. Mr. Degginger did not
17 disagree with me that this was his position. I asked him to consider my questions as to issues
18 #1 and #2 and get me an answer in writing that same week or as soon as possible so I knew
19 his firm’s position on this (whether they will agree to payment by Mr. Hickman to my law
20 firm’s trust account or some location other than the Lane Powell Trust Account, and whether
21 they would agree to allow disbursement to the DeCourseys of all amounts above the lien
22 notice dollar figure.) I said I would ask the DeCourseys as to the issues of the lien dispute
23 and if they had an answer as to whether there was a specific portion of the lien notice amount
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1 they did not dispute and the specifics of any disputed amounts, but that I did not think Lane
2 Powell should be communicating with the DeCourseys as represented persons and should
3 relay any communications through me.

4 16. I asked them for the files related to the judgment interest selection and the
5 cost motion, their attorney bills to the DeCourseys and the backup for costs on their invoices
6 so I could try and break out the costs into the categories required by the appellate court on
7 remand. Mr. Degginger complained that it was a lot of work to sort out costs for what could
8 be just a few thousand dollars, and I said the clients were entitled to seek recovery of those
9 costs if they wanted so we needed the backup so the clients or a staff member could review it
10 and do the parsing.

11 17. I then also asked them for detail as to how the 3.49% interest was selected in
12 the original judgment since I could not for the life of me figure out how they had picked that
13 number. They appeared nervous at this point but said they would get us the records of the
14 filings and discussion surrounding that issue.

15 18. I asked Mr. Degginger and Mr. Gabel to get me their responses to my requests
16 and questions in writing. They agreed to get back to me.

17 19. After our phone call, I received an email on August 23, 2011, from Mr. Gabel
18 regarding the interest rate. A true and correct copy of that email is attached hereto as

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21 **Exhibit G.**

22 20. I received several communications from Mr. Hickman thereafter asking
23 about the cost determination and status of our work sorting out what costs were recoverable
24 under the test set forth by the appellate court. Given the lack of detail in the Lane Powell
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1 billing records regarding the costs charged to the DeCourseys, I wrote to Lane Powell on
2 October 5, 2011, asking them to provide more detail about these costs so it could be
3 determined what they were for and whether they fell within the categories of RCW 4.84.010.
4 A true and correct copy of my letter to Messrs. Gabel, McBride and Degginger is attached
5 hereto as **Exhibit H**. The letter was sent at 11:33 a.m. on October 5th by email, then by fax
6 and mail that same day.
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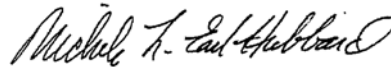
8 21. On October 19, 2011, Robert Sulkin of McNaul Ebel sent me a letter in
9 response to my October 5th letter to Lane Powell regarding their costs. Mr. Sulkin
10 characterized my letter asking for detail of the costs charged to the DeCourseys by Lane
11 Powell as a request for “legal advice” from Lane Powell and informed me Lane Powell
12 would not provide me any information. A true and correct copy of such letter is attached
13 hereto as **Exhibit I**.
14

15 22. In the attached Exhibit D to this Declaration, Lane Powell acknowledges that
16 while representing the DeCourseys the only cost request Lane Powell submitted to the trial
17 court was one based on a declaration prepared exclusively by Mark DeCoursey of \$45,442 in
18 costs paid and incurred independently by the DeCourseys. See **Exhibit D**. Lane Powell had
19 not asked in the cost motion for any of the more than \$18,000 in additional costs Lane
20 Powell had charged the DeCourseys during the trial court phase of the case. On remand, the
21 DeCourseys were authorized to seek a recovery of the trial court costs they could show fell
22 within the categories of RCW 4.85.010. Because Lane Powell declined to provide the
23 DeCourseys any detail about the more than \$18,000 in costs it had charged the DeCourseys
24 (see Exhibit I), and because the record at the trial court level for the cost request Lane Powell
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1 had submitted was exclusively a declaration prepared by the client with no discussion or
2 evaluation of whether the records fell within the categories of RCW 4.85.010, the
3 DeCourseys were forced to compromise their cost claims at the trial court level to \$650 of
4 the more than \$63,000 in costs they had incurred. There were also questions of waiver if the
5 DeCourseys had been able to obtain detail about the costs charged them by Lane Powell
6 sufficient to include them in a cost motion on remand because Lane Powell had not presented
7 these costs at any time prior in the litigation.
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9 I declare under penalty of perjury under the laws of the State of Washington that the
10 foregoing is true and correct.
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12 Dated this 18th day of December, 2011 at Shoreline, Washington.

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14 Michele Earl-Hubbard, Esq.
15 WSBA #26454
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Michele Earl-Hubbard

From: Michele Earl-Hubbard
Sent: Wednesday, August 03, 2011 4:06 PM
To: mdavis@demcolaw.com; whickman@rmlaw.com
Cc: Jean Larsen; Chris Roslaniec
Subject: RE: V&E Medical Imaging v. DeCoursey (06-2-24906-2 & 85563-3): Notice of Appearance

Counsel: As of today, my law firm will be replacing Lane Powell as attorneys for Mark and Carol DeCoursey in the above-referenced cases. I understand the DeCourseys have sent a letter to Mr. Hickman advising him that Lane Powell no longer represents them. A substitution and withdrawal notice should be coming your way shortly. I understand you were in the process of discussing with Lane Powell a partial disbursement/payment of the undisputed judgment amounts. I would like to continue those discussions with you once the substitution and withdrawal paperwork has been filed. Please be advised, however, that effective today the DeCourseys have dismissed Lane Powell as their attorneys and that any future discussions about payments and the like will need to occur with my law firm and that no payments should be made to Lane Powell, the Lane Powell Trust account or care of Lane Powell.

My law firm is also interested in entering into a mutual email service agreement with you for this case to save both our clients the messenger costs and time delay in future. (Most attorneys had not opted in to e-service at the King County court website for this case.) Please advise if you are willing to enter into such an agreement. We will accept service except original service of process via email with back up by U.S. Mail so long as your clients accept email service from us in the same fashion. All email service for our firm should go to myself and Chris Roslaniec (chris@alliedlawgroup.com). Please let me know if you wish to enter into such a mutual email service agreement with us for this case.

Michele Earl-Hubbard



2200 Sixth Avenue, Suite 770
Seattle, WA 98121
(206) 443-0200 phone
(206) 428-7169 fax
michele@alliedlawgroup.com
www.alliedlawgroup.com

From: Jean Larsen
Sent: Wednesday, August 03, 2011 3:13 PM
To: 'mdavis@demcolaw.com'; 'whickman@rmlaw.com'; 'gabela@lanepowell.com'; 'lorbera@lanepowell.com'; 'mcbrider@lanepowell.com'
Cc: Michele Earl-Hubbard
Subject: V&E Medical Imaging v. DeCoursey (06-2-24906-2 & 85563-3): Notice of Appearance

Counsel:

Attached, please find a Notice of Appearance and Certificate of Service filed at King County Superior Court today, as well as a Notice of Appearance filed at the Washington State Supreme Court, regarding the same matter. These are also being delivered to you via legal messenger. Please let me know if you have any problems opening the attached files.

- Jean M. Larsen

Jean M. Larsen

Legal Assistant



2200 Sixth Avenue, Suite 770
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(206) 443-0200 (office)

(206) 428-7169 (fax)

jean@alliedlawgroup.com

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www.og-blog.com (firm blog)

Michele Earl-Hubbard

From: Hickman, William [whickman@rmlaw.com]
Sent: Wednesday, August 03, 2011 4:26 PM
To: Michele Earl-Hubbard; mdavis@demcolaw.com
Cc: Jean Larsen; Chris Roslaniec; Clifton, Mary; Key, Cathi
Subject: RE: V&E Medical Imaging v. DeCoursey (06-2-24906-2 & 85563-3): Notice of Appearance
Attachments: image001.jpg

MICHELE

Thank you for your e mail concerning the representation of the DeCourseys. We have received a pile of materials this afternoon. However, I do not think we have received a Notice of Withdrawal from Lane Powell. We did get a Notice of Attorney Fee lien. However, I am sure it will get sorted out shortly.

In any event I instructed the insurance company to put a hold on processing any partial payment for the time being.

As for your request about e mail service after my staff explains it to me I will let you know.

BEST SUMMERTIME WISHES

WILLIAM R HICKMAN

-----Original Message-----

From: Michele Earl-Hubbard [<mailto:michele@alliedlawgroup.com>]
Sent: Wed 8/3/2011 4:05 PM
To: 'mdavis@demcolaw.com'; Hickman, William
Cc: Jean Larsen; Chris Roslaniec
Subject: RE: V&E Medical Imaging v. DeCoursey (06-2-24906-2 & 85563-3): Notice of Appearance

Counsel: As of today, my law firm will be replacing Lane Powell as attorneys for Mark and Carol DeCoursey in the above-referenced cases. I understand the DeCourseys have sent a letter to Mr. Hickman advising him that Lane Powell no longer represents them. A substitution and withdrawal notice should be coming your way shortly. I understand you were in the process of discussing with Lane Powell a partial disbursement/payment of the undisputed judgment amounts. I would like to continue those discussions with you once the substitution and withdrawal paperwork has been filed. Please be advised, however, that effective today the DeCourseys have dismissed Lane Powell as their attorneys and that any future discussions about payments and the like will need to occur with my law firm and that no payments should be made to Lane Powell, the Lane Powell Trust account or care of Lane Powell.

My law firm is also interested in entering into a mutual email service agreement with you for this case to save both our clients the messenger costs and time delay in future. (Most attorneys had not opted in to e-service at the King County court website for this case.) Please advise if you are willing to enter into such an agreement. We will accept service except original service of process via email with back up by U.S. Mail so long as your clients accept email service from us in the same fashion. All email service for our firm should go to myself and Chris Roslaniec (chris@alliedlawgroup.com<<mailto:chris@alliedlawgroup.com>>). Please let me know if you wish to enter into such a mutual email service agreement with us for this case.

Michele Earl-Hubbard
[\[cid:image001.jpg@01CC51F4.D03758E0\]](cid:image001.jpg@01CC51F4.D03758E0)
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- Jean M. Larsen

Jean M. Larsen
Legal Assistant
[\[cid:image001.jpg@01CC51F4.D03758E0\]](#)
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jean@alliedlawgroup.com<<mailto:greg@alliedlawgroup.com>>
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www.og-blog.com<<http://www.og-blog.com>> (firm blog)

Confidentiality:

The preceding message (including attachments) is covered by the Electronic Communication Privacy Act, 18 U.S.C. sections 2510-2521, is confidential and may also be protected by attorney-client or other privilege. If you believe that it has been sent to you in error, please delete it. Thank you.

Michele Earl-Hubbard

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.

Michele Earl-Hubbard



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Michele Earl-Hubbard

From: McBride, Ryan P. [McBrideR@LanePowell.com]
Sent: Thursday, August 18, 2011 9:42 PM
To: Michele Earl-Hubbard
Cc: Chris Roslaniec; Degginger, Grant; Gabel, Andrew J.
Subject: RE: DeCourseys' files

Michele, I am out of the country for another week, and cannot spend much time addressing the below until I return. See abbreviated answers below. For more immediate action, please contact my colleagues Andrew Gabel and Grant Degginger.

From: Michele Earl-Hubbard [mailto:michele@alliedlawgroup.com]
Sent: Thu 8/18/2011 1:55 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.

I was not trial counsel, but from my memory, the DeCourseys sought and awarded costs in the trial court based on a declaration prepared exclusively by Mark DeCoursey which, as the Court of Appeals determined, identified a myriad of expenses that are not recoverable under the cost statute. That declaration is probably the best place to start for purposes of identifying recoverable costs.

2. I also need to get the complete pleadings files and correspondence files from you.

Do you mean from both the trial court proceedings and appeal? I have the clerk's papers, transcripts and pleadings file from my work on the appeal. I am sure Andrew and Grant can locate the pleadings and correspondence files from the trial court proceedings, which are undoubtedly massive.

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.

There are no judgments in appellate proceedings, only decisions and orders. The fees and costs awarded by Division One and the Supreme Court are reflected in the appellate commissioner's and supreme court clerk's respective orders. The amended judgment from the trial court, the court of appeal commissioner's order on fees and costs, and the supreme court clerk's order on fees and costs identify everything that has been awarded to the DeCourseys to date. The post-judgment interest rate is reflected on the amended judgment from the trial court. Appellate orders do not separate identify interest rates.

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?

There were no real discussions to speak of. Hickman called me and told me that his client (the insurer) was interested in making a partial payment. There were no details on when such a payment might be made or how much. They subsequently sent me a proposed notice of partial satisfaction, which listed the amount as \$1 million. I did not comment or propose revisions to the notice because the DeCourseys instructed us not to accept any payment from the Respondents and, in any event, terminated our engagement.

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.

Please talk to Mr. Degginger about this issue.

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.

Michele Earl-Hubbard



2200 Sixth Avenue, Suite 770
Seattle, WA 98121
(206) 443-0200 phone
(206) 428-7169 fax
michele@alliedlawgroup.com
www.alliedlawgroup.com

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Please be advised that, if this communication includes federal tax advice, it cannot be used for the purpose of avoiding tax penalties unless you have expressly engaged us to provide written advice in a form that satisfies IRS standards for "covered opinions" or we have informed you that those standards do not apply to this communication.

Michele Earl-Hubbard

From: Gabel, Andrew J. [GabelA@LanePowell.com]
Sent: Friday, August 19, 2011 3:59 PM
To: Michele Earl-Hubbard
Cc: Gabel, Andrew J.; Degginger, Grant; McBride, Ryan P.
Subject: DeCoursey- partial satisfaction of judgment
Attachments: 0645_001.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Michele,

Thanks for calling me back this morning. As requested, I have attached the draft partial satisfaction of judgment that Mr. Hickman sent to Ryan. Ryan is out of the office through next week, but I do not believe he ever provided feedback to Mr. Hickman regarding the form. I will ask him to confirm this when he returns.

Have a good weekend. I hope the radio interviews went well.

Andrew J. Gabel



Attorney at Law, [Bio](#) | [VCard](#)
Lane Powell PC
1420 Fifth Avenue, Suite 4100
Seattle, WA 98101-2338
Direct: 206.223.7026
Cell: 206.499.5238
www.lanepowell.com

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SUPERIOR COURT OF WASHINGTON FOR THE COUNTY OF KING

V&E MEDICAL IMAGING SERVICES, INC.,
a Washington corporation, doing business as
AUTOMATED HOME SOLUTIONS,

Plaintiff,

vs.

MARK DECOURSEY and CAROL
DECOURSEY, husband and wife, individually
and the marital community composed thereof,

Defendants/Third Party
Plaintiffs,

vs.

Redacted a Washington
corporation; **Redacted** **Redacted** an individual;
CONSTRUCTION CREDIT CORPORATION,
a Washington corporation; HERMAN RECOR,
ARAKI, KAUFMAN, SIMMERLY &
JACKSON, PLLC; PAUL STICKNEY and
WINDERMERE REAL ESTATE, S.C.A.,
INC.,

Third Party Defendants.

NO. 06-2-24906-2 SEA

PARTIAL SATISFACTION OF
JUDGMENT

[Clerk's Action Required]

The undersigned, Ryan P. McBride, attorney for defendants/third party plaintiffs
Mark and Carol DeCoursey, does hereby acknowledge payment of \$1,000,000.00 from third
party defendants, Paul Stickney, Paul Stickney Real Estate Services, Inc., and Windermere
Real Estate, S.C.A., Inc., in partial satisfaction of Judgment No. 08-9-32487-2, entered on

1 December 29, 2008, and Judgment No. 09-9-05984-1, entered on February 27, 2009, in
2 which third party defendants, Paul Stickney, Paul Stickney Real Estate Services, Inc., and
3 Windermere Real Estate, S.C.A., Inc. are the judgment debtors and defendants/third party
4 plaintiffs Mark and Carol DeCoursey are the judgment creditors.

5 DATED this _____ day of _____, 2011.

6 LANE POWELL, P.C.

7 By _____
8 Ryan P. McBride WSBA #33280
9 Attorneys for Defendants/Third Party
10 Plaintiffs Mark and Carol DeCoursey
11 1420 Fifth Avenue, Suite 4100
12 Seattle, WA 98101-2375

11 STATE OF WASHINGTON)

12) ss.

13 COUNTY OF KING)

14 I certify that I know or have satisfactory evidence that Ryan P. McBride, as attorney
15 for creditors, is the person who appeared before me and said person acknowledged that he
16 signed this instrument and acknowledged it to be his free and voluntary act for the uses and
17 purposes mentioned in the instrument.

18 DATED this _____ day of _____, 2011.

19 _____
20 _____ (Print Name)
21 Notary Public
22 Residing at _____
23 My appointment expires _____
24
25

Michele Earl-Hubbard

From: McBride, Ryan P. [McBrideR@LanePowell.com]
Sent: Friday, August 19, 2011 10:48 PM
To: Gabel, Andrew J.; Michele Earl-Hubbard
Cc: Degginger, Grant
Subject: RE: DeCoursey- partial satisfaction of judgment

Follow Up Flag: Follow up
Flag Status: Flagged

no feedback, no discussions

From: Gabel, Andrew J.
Sent: Fri 8/19/2011 3:58 PM
To: 'michele@alliedlawgroup.com'
Cc: Gabel, Andrew J.; Degginger, Grant; McBride, Ryan P.
Subject: DeCoursey- partial satisfaction of judgment

Michele,

Thanks for calling me back this morning. As requested, I have attached the draft partial satisfaction of judgment that Mr. Hickman sent to Ryan. Ryan is out of the office through next week, but I do not believe he ever provided feedback to Mr. Hickman regarding the form. I will ask him to confirm this when he returns.

Have a good weekend. I hope the radio interviews went well.

Andrew J. Gabel

Attorney at Law, [Bio](#) | [VCard](#)
Lane Powell PC
1420 Fifth Avenue, Suite 4100
Seattle, WA 98101-2338
Direct: 206.223.7026
Cell: 206.499.5238
www.lanepowell.com

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Michele Earl-Hubbard

From: Gabel, Andrew J. [GabelA@LanePowell.com]
Sent: Tuesday, August 23, 2011 3:28 PM
To: Michele Earl-Hubbard
Cc: Degginger, Grant; Gabel, Andrew J.
Subject: DeCoursey judgment

Michele,

During our conversation this morning, you asked for us to locate any pleadings from the trial court relating to the interest rate for the judgment. You mentioned that this would assist in your efforts in working with Windermere's counsel. From my review of the court docket, there are no pleadings (besides the judgment itself) related to the interest rate on the judgment. The rate was determined pursuant to the statute. During our call, you referenced RCW 4.56.110(3)(b) and the use of the prime rate to determine the interest rate. This is the incorrect because subsection 3(b) was not added to the statute until 2010. The statute at issue during the entry of the DeCoursey judgment was RCW 4.56.110(3), which was 2% plus the 26 week T-bill rate. The proper rate is determined by the first sale date in the month prior to the entry of the judgment. Because the original judgment was entered November 14, 2008, the first sale of t-bills from October was used as the bench-mark. The 26 week t-bill rate for October 1, 2008 was 1.49. That is where the 3.49% interest rate came from for the DeCoursey judgment. Please let me know if you have any questions about this.

Thanks,

Andrew J. Gabel



Attorney at Law, [Bio](#) | [VCard](#)
Lane Powell PC
1420 Fifth Avenue, Suite 4100
Seattle, WA 98101-2338
Direct: 206.223.7026
Cell: 206.499.5238
www.lanepowell.com

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Seattle • Olympia
www.alliedlawgroup.com

Michele Earl-Hubbard

(206) 443-0200

October 5, 2011

Via U.S. Mail & Facsimile: 206-223-7107

Via Email: gabela@lanepowell.com;

mcbriider@lanepowell.com;

deggingerg@lanepowell.com

Andrew Gabel
Ryan McBride
Grant Degginger
Lane Powell PC
1420 Fifth Avenue, Suite 4100
Seattle, WA 98101

Re: DeCoursey Cost Charges

Dear Andrew, Ryan and Grant:

I am trying to determine the amount of costs the DeCourseys should be awarded on remand pursuant to the Division One Court of Appeals ruling and need some assistance from your firm in determining which costs charged to the DeCourseys by your firm fall into the RCW 4.84.010 categories. Those categories are quoted at the end of this letter.

From bills Lane Powell sent the DeCourseys it appears the DeCourseys were charged by your firm \$18,314.75 in costs through the trial court phase as follows:

Photocopies	\$10,042.80
Jury fee	\$125.00
Filing fee	\$213.00
Mediation	\$525.00
Bank records	\$674.47
Prof. Services (Atty Info Bureau)	\$11.09
Prof. Services (Andersen, Bjornstad, Kane, Jacobs)	\$350.00
CLR (legal research)	\$1099.78
Docketing	\$307.23
Facsimile	\$488.70
Courier	\$2,360.08
Long Distance phone calls	\$34.71
Travel	\$371.73
Court reporter	\$454.75



DVD	\$100.00
Witness fees	\$83.93
Court records	\$52.49
Record fee	\$816.99
Court clerk	\$80.00
Ex parte fee	\$90.00
Writ Garnishment	\$40.00
NSF	-\$7.00

Attached to this letter are the pages from the Lane Powell bills with cost charges for the trial court phase.

Please advise which of these costs are recoverable under RCW 484.010 and the category into which each falls. (Your bills do not provide any detail allowing me or the DeCourseys to break the costs down into the categories under RCW 4.84.010.)

Here are the RCW 4.84.010 categories:

(1) Filing fees;

(2) Fees for the service of process by a public officer, registered process server, or other means, as follows:

(a) When service is by a public officer, the recoverable cost is the fee authorized by law at the time of service.

(b) If service is by a process server registered pursuant to chapter 18.180 RCW or a person exempt from registration, the recoverable cost is the amount actually charged and incurred in effecting service;

(3) Fees for service by publication;

(4) Notary fees, but only to the extent the fees are for services that are expressly required by law and only to the extent they represent actual costs incurred by the prevailing party;

(5) Reasonable expenses, exclusive of attorneys' fees, incurred in obtaining reports and records, which are admitted into evidence at trial or in mandatory arbitration in superior or district court, including but not limited to medical records, tax records, personnel records, insurance reports, employment and wage records, police reports, school records, bank records, and legal files;

(6) Statutory attorney and witness fees; and

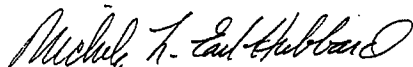
(7) To the extent that the court or arbitrator finds that it was necessary to achieve the successful result, the reasonable expense of the transcription of depositions used at trial or at the mandatory arbitration hearing: PROVIDED, That the expenses of depositions shall be allowed on a pro rata basis for those portions of the depositions introduced into evidence or used for purposes of impeachment.

Attached are the billing entries that appear to be costs charged to the DeCourseys during the trial court phase. I have omitted the costs charged to the DeCourseys by Lane Powell during the appeal, which I assume would have had to have been requested from the appellate courts through the appellate cost motions or have been waived. If you disagree and think additional costs are recoverable from the appellate phase, please advise so those can be sought on remand.

I am aware that the DeCourseys have retained separate counsel relating to Lane Powell's handling of the underlying matter. Nothing contained in this letter should be seen as an agreement, endorsement or waiver by the DeCourseys as to Lane Powell's handling of the underlying case, lien, invoices, fees and costs charged.

I look forward to your response so I may prepare the remand materials for the DeCourseys.

Very truly yours,

A handwritten signature in cursive script, reading "Michele Earl-Hubbard".

MICHELE EARL-HUBBARD
Allied Law Group, LLC

cc: Clients

ATTACHMENT A

**True and Correct Copies of
Pages from Lane Powell Bills
to the DeCourseys for Costs
During the Trial Court Phase**

Mark and Carol DeCoursey

January 29, 2008

OUR FEE	\$71,130.00
LESS COURTSEY DISCOUNT	(\$2,500.00)
TOTAL FEE	\$68,630.00

COSTS ADVANCED

10/03/2007	Outside photocopy service - - American Legal Copy, LLC , 09/26/07	471.34
10/16/2007	Jury fee - King County Superior Court, jury demand fee, 10/16/07	125.00
10/29/2007	Filing fee - - Clerk of Court Motion for Discretionary Review	200.00
10/30/2007	Outside photocopy service - - American Legal Copy, LLC , 10/26/07	65.72
11/08/2007	Outside photocopy service - - American Legal Copy, LLC , 11/06/07	27.23
11/15/2007	Professional services - Mediation - Judicial Dispute Resolution , 11/14/07	525.00
11/20/2007	Outside photocopy service - - Law Office of Michele K. McNeill PLLC , 11/20/07	25.60
11/28/2007	Outside photocopy service - - Bank of America, Head Office , 11/08/07	29.27
12/11/2007	Outside photocopy service - - Bank of America, Head Office , 12/04/07	171.80
12/13/2007	Professional services - - Keybank National Association , 12/6/07	48.75
12/17/2007	Outside photocopy service - - American Legal Copy, LLC , 12/17/07	244.59
12/20/2007	Outside photocopy service - - American Legal Copy, LLC , 12/18/07	248.00
12/20/2007	Professional services - - Attorneys' Information Bureau , 12/14/07	11.09
12/26/2007	Outside photocopy service - - American Legal Copy, LLC , 12/21/07	49.01
12/28/2007	Outside photocopy service - - American Legal Copy, LLC , 12/26/07	412.61
	Computer legal research	144.95
	Reproduction costs	1,471.95
	Docket research	34.10
	Facsimile	297.15
	Messenger and courier service	298.30
	Long distance telephone	7.94
TOTAL COSTS ADVANCED		\$ 4,909.40

update production log and case files re same

TOTAL HOURS 153.40

OUR FEE \$38,207.50

COSTS ADVANCED

01/04/2008	Travel expense - [Redacted] [Redacted] Seattle, 11/20/07	24.00
01/07/2008	Outside photocopy service - - American Legal Copy, LLC , 01/02/08	146.67
01/10/2008	Court reporter - Groshong-Quaintance, attendance charge for the deposition of [Redacted] 12/19/07	454.75
01/10/2008	Outside photocopy service - - American Legal Copy, LLC , 01/04/08	461.39
01/25/2008	Travel expense - [Redacted] [Redacted] 12/9/07	6.00
01/31/2008	Records obtained from - Key Bank National Association , 1/23/08	79.65
	Computer legal research	107.41
	Reproduction costs	2,037.00
	Docket research	11.00
	Facsimile	29.25
	Messenger and courier service	701.90
	Long distance telephone	3.31

TOTAL COSTS ADVANCED \$ 4,062.33

RATE SUMMARY

<u>Attorney/Timekeeper</u>	<u>Hours Worked</u>	<u>Billed Per Hour</u>	<u>Bill Amount</u>
A. Gabel	43.10	225.00	9,697.50
T. Gillespie	1.80	275.00	495.00
[Redacted]	71.00	300.00	21,300.00
H. Newman	1.00	180.00	180.00
S. Reich	35.40	180.00	6,372.00
L. Evans	0.20	150.00	30.00
H. Grunke	0.10	130.00	13.00
S. Schulkin	0.80	150.00	120.00
<hr/>	<hr/>	<hr/>	<hr/>
Total all Timekeepers	153.40		38,207.50

TOTAL THIS INVOICE \$42,269.83

Mark and Carol DeCoursey

March 25, 2008

02/19/2008	B. Redacted	Telephone conference with client; review denial of discretionary review; draft letter to Verizon; review client e-mails; receive and review opposition to motion to reconsider	2.30
02/20/2008	B. Redacted	Review client e-mails; telephone conference with C. DeCoursey; receive e-mail from Court regarding briefing schedule; consult with A. Gabel; telephone conference with client regarding motion for reconsideration and substance of reply in support of the same as well as DL Electric	3.10
02/21/2008	A. Gabel	Draft reply in support of motion for reconsideration; research case law in other jurisdictions on economic loss rule for motion for reconsideration	3.70
02/21/2008	B. Redacted	Review e-mail from B. Adams and return telephone call; review client e-mails	0.70
02/22/2008	A. Gabel	Draft reply in support of DeCourseys motion for reconsideration; conference with DeCourseys and B. Redacted re reply brief	3.30
02/22/2008	B. Redacted	Review and revise reply in support of motion for reconsideration; review client e-mails; consult with A. Gabel	2.50
02/24/2008	B. Redacted	Review client e-mails	0.50
02/25/2008	B. Redacted	Review client e-mails and telephone conference with client; perform legal research regarding motion for summary judgment against Stickney	0.40
02/26/2008	B. Redacted	Telephone conference with client; review client e-mails	0.60
02/28/2008	A. Gabel	Conference with DeCourseys re defect report	0.60
02/28/2008	B. Redacted	Review documents delivered in response to interrogatories	0.50
02/29/2008	A. Gabel	Examine documents delivered by Carol	0.10
TOTAL HOURS			34.30

OUR FEE

\$9,427.50

COSTS ADVANCED

Mark and Carol DeCoursey

March 25, 2008

02/13/2008	Travel expense - American Express - Redacted B. , Republic Parking, 9/13/07	24.00
02/21/2008	Travel expense - Wright Express Financial Services - Redacted Redacted L. , 1/4/08	24.00
	Computer legal research	64.63
	Reproduction costs	282.75
	Docket research	3.78
	Facsimile	11.40
	Messenger and courier service	86.30
TOTAL COSTS ADVANCED		\$ 496.86

RATE SUMMARY

<u>Attorney/Timekeeper</u>	<u>Hours Worked</u>	<u>Billed Per Hour</u>	<u>Bill Amount</u>
A. Gabel	11.50	225.00	2,587.50
Redacted	22.80	300.00	6,840.00
<hr/>		<hr/>	
Total all Timekeepers	34.30		9,427.50

TOTAL THIS INVOICE

\$9,924.36

TOTAL HOURS 26.30

OUR FEE \$6,592.50

COSTS ADVANCED

Reproduction costs 17.70
Messenger and courier service 0.00

TOTAL COSTS ADVANCED \$ 17.70

RATE SUMMARY

<u>Attorney/Timekeeper</u>	<u>Hours Worked</u>	<u>Billed Per Hour</u>	<u>Bill Amount</u>
A. Gabel	8.80	225.00	1,980.00
B. Redacted	13.00	300.00	3,900.00
B. Volbeda	0.50	225.00	112.50
C. Jacobs	4.00	150.00	600.00
<hr/>	<hr/>	<hr/>	<hr/>
Total all Timekeepers	26.30		6,592.50

TOTAL THIS INVOICE \$6,610.20

Mark and Carol DeCoursey

May 30, 2008

judgment

04/30/2008 C. Jacobs Telephone call from client; began reviewing and organizing documents produced by [redacted] for use at mediation and trial 2.30

TOTAL HOURS 98.60

OUR FEE \$23,565.00

COSTS ADVANCED

04/04/2008 Records obtained from - Washington Mutual Bank, 03/03/08 345.00
 04/22/2008 Professional services - - Ansersen Bjornstad Kane Jacobs , 03/31/08 350.00
 Reproduction costs 325.65
 Docket research 30.36
 Facsimile 5.25
 Messenger and courier service 60.35

TOTAL COSTS ADVANCED \$ 1,116.61

RATE SUMMARY

<u>Attorney/Timekeeper</u>	<u>Hours Worked</u>	<u>Billed Per Hour</u>	<u>Bill Amount</u>
A. Gabel	28.40	225.00	6,390.00
B. [redacted]	23.50	300.00	7,050.00
B. Volbeda	41.60	225.00	9,360.00
C. Jacobs	5.10	150.00	765.00
<u>Total all Timekeepers</u>	<u>98.60</u>		<u>23,565.00</u>

TOTAL THIS INVOICE

\$24,681.61

Mark and Carol DeCoursey

June 26, 2008

05/31/2008 B. Redacted Review client e-mails 0.70

TOTAL HOURS 112.70

OUR FEE \$27,752.50

COSTS ADVANCED

05/19/2008 Professional services -- San Toki Productions for Homewreckers 100.00
 DVD, 05/02/08
 Reproduction costs 279.30
 Facsimile 23.40
 Long distance telephone 1.38

TOTAL COSTS ADVANCED \$ 404.08

RATE SUMMARY

<u>Attorney/Timekeeper</u>	<u>Hours Worked</u>	<u>Billed Per Hour</u>	<u>Bill Amount</u>
A. Gabel	22.30	225.00	5,017.50
B. Redacted	58.80	300.00	17,640.00
B. Volbeda	2.60	225.00	585.00
C. Jacobs	25.00	150.00	3,750.00
R. Ortega	4.00	190.00	760.00
<u>Total all Timekeepers</u>	<u>112.70</u>		<u>27,752.50</u>

TOTAL THIS INVOICE \$28,156.58

Mark and Carol DeCoursey

July 31, 2008

approaches to take to preserve client's claims and discuss possible bench memos for submission

06/30/2008 C. Jacobs Reviewed data on CD produced by client and copied to system for access; prepare subpoena duces tecum, notice of records deposition, declaration and correspondence to JD Financial 0.80

TOTAL HOURS 275.40

OUR FEE \$64,982.50

COSTS ADVANCED

Computer legal research 192.74
 Reproduction costs 710.70
 Docket research 74.25
 Facsimile 54.00
 Messenger and courier service 167.90

TOTAL COSTS ADVANCED \$1,199.59

RATE SUMMARY

<u>Attorney/Timekeeper</u>	<u>Hours Worked</u>	<u>Billed Per Hour</u>	<u>Bill Amount</u>
A. Gabel	39.00	225.00	8,775.00
B. Redacted	86.40	300.00	25,920.00
B. Volbeda	92.10	225.00	20,722.50
C. Jacobs	35.80	150.00	5,370.00
R. Ortega	22.00	190.00	4,180.00
L. Bennett	0.10	150.00	15.00
<hr/>	<hr/>	<hr/>	<hr/>
Total all Timekeepers	275.40		64,982.50

TOTAL THIS INVOICE \$66,182.09

TOTAL HOURS 137.10

OUR FEE \$34,282.50

COSTS ADVANCED

Computer legal research	484.67
Reproduction costs	325.80
Facsimile	4.50
Messenger and courier service	312.00
Mileage	7.58
Long distance telephone	19.89

TOTAL COSTS ADVANCED \$ 1,154.44

RATE SUMMARY

<u>Attorney/Timekeeper</u>	<u>Hours Worked</u>	<u>Billed Per Hour</u>	<u>Bill Amount</u>
A. Gabel	30.80	225.00	6,930.00
B. Redacted	60.90	300.00	18,270.00
B. Volbeda	30.30	225.00	6,817.50
C. Jacobs	15.10	150.00	2,265.00
<hr/>			
Total all Timekeepers	137.10		34,282.50

TOTAL THIS INVOICE \$35,436.94

Mark and Carol DeCoursey

September 22, 2008

08/28/2008	B. Redacted	Telephone call with clients regarding settlement; review motion from HIH	2.10
08/29/2008	A. Gabel	Conference with DeCourseys re insurance letter	0.30
TOTAL HOURS			86.30

OUR FEE	\$23,725.00
---------	-------------

COSTS ADVANCED

08/12/2008	Travel expense - Wright Express Financial Services - Redacted Redacted L. Seattle 06/25/08	22.00
08/12/2008	Travel expense - Wright Express Financial Services - Redacted Redacted L. Seattle 06/27/08	26.00
08/20/2008	Outside photocopy service - - TechLit, 06/16/08	289.03
08/25/2008	Travel expense - Andrew Gable, Seattle, 6/27/08	16.00
	Computer legal research	18.90
	Reproduction costs	123.15
	Facsimile	20.25
	Messenger and courier service	139.80
	Long distance telephone	1.47

TOTAL COSTS ADVANCED	\$ 656.60
----------------------	-----------

RATE SUMMARY

<u>Attorney/Timekeeper</u>	<u>Hours Worked</u>	<u>Billed Per Hour</u>	<u>Bill Amount</u>
A. Gabel	15.00	225.00	3,375.00
B. Redacted	56.70	300.00	17,010.00
B. Roesch	10.90	250.00	2,725.00
B. Volbeda	0.80	225.00	180.00
C. Jacobs	2.90	150.00	435.00
<hr/>			
Total all Timekeepers	86.30		23,725.00

TOTAL THIS INVOICE

\$24,381.60

Mark and Carol DeCoursey

October 20, 2008

09/22/2008	B. [Redacted]	Meet with clients and prepare for trial; discuss settlement; draft demand to Windermere; telephone call with M. Davis	2.60
09/22/2008	C. Jacobs	Meeting with B. [Redacted] A. Gabel and clients re settlement negotiations	2.50
09/23/2008	B. [Redacted]	Prepare for trial; review comparable for house value from opposing counsel	2.30
09/24/2008	B. [Redacted]	Telephone call with clients; draft letter; prepare for trial	1.20
09/24/2008	C. Jacobs	Meeting with B. [Redacted] re settlement negotiations	0.70
09/25/2008	A. Gabel	Revise letter to Demco re settlement	0.30
09/25/2008	B. [Redacted]	Prepare for trial	2.30
09/25/2008	L. Bennett	Obtain complaint using King County ECR	0.20
09/26/2008	A. Gabel	Conference with M. Davis re settlement and conference with B. [Redacted] re possible settlement	0.60
09/26/2008	B. [Redacted]	Prepare for trial	6.10
09/26/2008	C. Jacobs	Meeting with B. [Redacted] re status of negotiations and outstanding discovery	0.30
09/29/2008	S. Beck	Prepare for and meet with client re settlement valuation, prospects and strategy	2.00
09/29/2008	A. Gabel	Conference with McNeil re PHSI documents and possible settlement	0.60
09/29/2008	B. [Redacted]	Prepare for trial; meet with clients	3.50
09/30/2008	B. [Redacted]	Telephone calls with opposing counsel; telephone call with clients; prepare for trial; draft e-mails to M. Davis	2.00

TOTAL HOURS	69.40
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OUR FEE	\$19,652.50
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COSTS ADVANCED

Computer legal research	48.50
Color reproduction costs	8.00
Reproduction costs	101.55

Mark and Carol DeCoursey

October 20, 2008

Facsimile	29.55
Messenger and courier service	18.00
Long distance telephone	0.42

TOTAL COSTS ADVANCED \$ 206.02

RATE SUMMARY

<u>Attorney/Timekeeper</u>	<u>Hours Worked</u>	<u>Billed Per Hour</u>	<u>Bill Amount</u>
S. Beck	2.00	425.00	850.00
A. Gabel	9.30	225.00	2,092.50
B. Redacted	53.30	300.00	15,990.00
C. Jacobs	4.60	150.00	690.00
L. Bennett	0.20	150.00	30.00
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Total all Timekeepers	69.40		19,652.50

TOTAL THIS INVOICE

\$19,858.52

Mark and Carol DeCoursey

December 5, 2008

11/20/2008	A. Lorber	Telephone conference with M. DeCoursey re additional revisions to set-off brief	0.30
11/20/2008	A. Lorber	E-mail with C. DeCoursey and make requested changes to bench brief on set-off	0.40
11/21/2008	A. Gabel	Revise Cost Bill and attorney fees motion	0.20
11/21/2008	B. Redacted	Review client e-mails; review drafts of pleadings	3.10
11/24/2008	A. Gabel	Conference with court re deadlines for motions; conference with DeCourseys re motion for attorneys fees	1.00
11/26/2008	A. Gabel	Conference with Redacted re JNOV and attorney's fees	0.70
11/26/2008	A. Lorber	Prepare bench brief on measure of damages for incorporation into Plaintiffs' response to Defendants' motion for JNOV	0.30
TOTAL HOURS			562.30

OUR FEE	\$129,426.00
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COSTS ADVANCED

10/10/2008	Witness fee -- J. Lynch, 10/10/08	29.89
10/10/2008	Witness fee -- Mike Connolly, 10/10/08	30.00
10/10/2008	Witness fee -- Ken Bacon, 10/10/08	24.04
10/24/2008	Outside photocopy service -- Sound Legal Copy, Inc., 10/10/08	351.18
10/24/2008	Outside photocopy service -- Sound Legal Copy, Inc., 10/21/08	349.69
11/04/2008	Travel expense - B. Redacted 9/12/08	8.15
11/04/2008	Travel expense - B. Redacted 9/12/08	24.00
11/04/2008	Travel expense - B. Redacted 9/17/08	13.00
11/04/2008	Travel expense - B. Redacted 9/25/08	24.00
11/04/2008	Travel expense - B. Redacted 9/26/08	26.00
11/13/2008	Records obtained from -- Stephenson, T., King County ECR On-Line for online retrieval of court pleadings form King County Superior, 10/20/08	52.49
	Computer legal research	21.10
	Reproduction costs	750.81
	Docket research	21.95
	Facsimile	13.65
	Messenger and courier service	489.53

TOTAL COSTS ADVANCED	\$ 2,229.48
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Mark and Carol DeCoursey

January 26, 2009

judgment against Windermere; telephone call with client regarding same; prepare motion for attorneys fees

12/30/2008 B. [Redacted] Draft motion for attorneys fees 1.80

TOTAL HOURS 16.70

OUR FEE \$4,597.50

COSTS ADVANCED

12/29/2008	Travel expense - Wright Express Financial Services - [Redacted] [Redacted]	35.00
	L. , parking, 10/29/08	
12/29/2008	Travel expense - Wright Express Financial Services - [Redacted] [Redacted]	35.00
	L. , parking, 10/30/08	
12/29/2008	Travel expense - Wright Express Financial Services - [Redacted] [Redacted]	35.00
	L. , parking, 10/29/08	
12/29/2008	Travel expense - Wright Express Financial Services - [Redacted] [Redacted]	22.00
	L. , parking, 10/30/08	
	Computer legal research	16.88
	Reproduction costs	5.76
	Messenger and courier service	15.00

TOTAL COSTS ADVANCED \$ 164.64

RATE SUMMARY

<u>Attorney/Timekeeper</u>	<u>Hours Worked</u>	<u>Billed Per Hour</u>	<u>Bill Amount</u>
A. Gabel	2.50	225.00	562.50
A. Lorber	3.00	225.00	675.00
B. [Redacted]	11.20	300.00	3,360.00
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Total all Timekeepers	16.70		4,597.50

TOTAL THIS INVOICE \$4,762.14

Mark and Carol DeCoursey

February 20, 2009

01/29/2009	A. Gabel	Research executing judgments; draft plan for clients; respond to client's concerns	1.80
01/29/2009	A. Norby	Receive and review amended judgment; consult with A. Gabel re instructions to proceed and debtor identification; run Accurint reports on individual and two corporations to investigate available assets; compile information for A. Gabel's review with options to proceed	0.80
TOTAL HOURS			15.70

OUR FEE	\$3,762.50
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COSTS ADVANCED

Reproduction costs	298.26
Docket research	111.38
Messenger and courier service	8.00

TOTAL COSTS ADVANCED	\$ 417.64
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RATE SUMMARY

<u>Attorney/Timekeeper</u>	<u>Hours Worked</u>	<u>Billed Per Hour</u>	<u>Bill Amount</u>
A. Gabel	8.10	240.00	1,944.00
A. Lorber	5.50	245.00	1,347.50
B. Redacted	1.30	310.00	403.00
A. Norby	0.80	85.00	68.00
Total all Timekeepers	15.70		3,762.50

TOTAL THIS INVOICE	\$4,180.14
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Mark and Carol DeCoursey

March 19, 2009

judgment debtors; perform Accurint search on C. Shriner re current address; consult with A. Gabel re residential status of C. Shriner and acceptance of service by M. Davis; update file re proceeding with acceptance of service

TOTAL HOURS 56.70

OUR FEE \$12,636.00

COSTS ADVANCED

02/03/2009	Reversal from Void Check Number: 676891 Bank ID: SEAZ Voucher ID: 480110 Vendor: Clerk of Court, King County	(7.00)
02/03/2009	Filing fee - - Clerk of Court, King County Certified Copy of Judgement	7.00
02/03/2009	Filing fee - - Clerk of Court, King County Abstract Fee- Judgement	6.00
02/06/2009	Recording fee - - King County Recorder's Office, judgment (DCoursey), 2/6/09	45.00
02/09/2009	Professional services - - King County Superior Court Clerk, Supplemental Examination Fee, 2/9/09	20.00
02/09/2009	Professional services - - King County Superior Court Clerk, Supplemental Examination Fee (2), 2/9/09	20.00
02/09/2009	Professional services - - King County Superior Court Clerk, Expedited Ex Parte Fee, 2/9/09	60.00
02/12/2009	Professional services - - King County Superior Court, Writ of Garnishment Issuance fee, 2/12/09	20.00
02/12/2009	Professional services - - Key Bank National Association, Writ of Garnishment Answer Fee, 2/12/09	20.00
02/13/2009	Outside photocopy service - - Sound Legal Copy, Inc., 10/14/08	771.99
02/24/2009	Ex Parte Filing fee - AMENDED SUPP. EXAMS - Superior Court Clerk , 02/24/09	30.00
02/24/2009	Filing fee - AMENDED SUPPLEMENTAL EXAM FEE (WINDERMERE) - Superior Court Clerk , 02/24/08	20.00
02/24/2009	Filing fee - AMENDED SUPPLEMENTAL AXAM FEE (STICKNEY) - Superior Court Clerk , 02/24/09	20.00
	Reproduction costs	162.36
	Docket research	20.41
	Facsimile	0.30
	Messenger and courier service	63.00
	Long distance telephone	0.30
	TOTAL COSTS ADVANCED	\$ 1,279.36

		signature (.20)	
03/18/2009	A. Norby	Revise letter to garnishee for [Redacted]'s signature; prepare fax cover sheet and deliver correspondence and enclosures to garnishee via facsimile and regular mail; forward copy for counsel to B. [Redacted] update file re same	0.80
03/19/2009	A. Gabel	Draft letter to VEMIS re: arbitration; conference with client re: VEMIS arbitration; review DL Electric's opinion	1.20
03/19/2009	A. Norby	Receive and review conformed copy of release and forward same to B. [Redacted] and A. Gabel; update file re same	0.30
03/24/2009	A. Gabel	Conference with clients re: appeal process; review VEMIS's counsel's letter re: arbitration; conference with [Redacted] re: same	0.50
03/24/2009	B. [Redacted]	Review status of appellate documents and confer with R. McBride	0.20
03/30/2009	A. Gabel	Conference with Mark re: judgment and appeal; conference with Carol re: judgment and interest; conference with [Redacted] re: appeal	0.80
03/30/2009	K. Helde	Obtain copies of judgments filed in case	0.20
03/31/2009	A. Gabel	Correspond with client re: statutory rate of interest; research the issue	0.30
		TOTAL HOURS	21.50

OUR FEE \$4,946.00

COSTS ADVANCED

03/18/2009	Records obtained from - Mr. Michael O'Brien, Copy of motion for fees transcript from 2/6/09	40.00
03/26/2009	Filing fee - - Clerk of Court, King County Clerk's Papers	364.50
	Computer legal research	1.10
	Reproduction costs	14.58
	Facsimile	0.90
	Messenger and courier service	1,003.42
	Long distance telephone	0.80
	TOTAL COSTS ADVANCED	\$ 1,425.30

LAW OFFICES OF
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FACSIMILE: (206) 624-5128

ROBERT M. SULKIN

E-MAIL: RSULKIN@MCNAUL.COM

October 19, 2011

VIA EMAIL AND REGULAR MAIL

Ms. Michele Earl-Hubbard
Allied Law Group
2200 Sixth Avenue, Suite 770
Seattle, Washington 98121

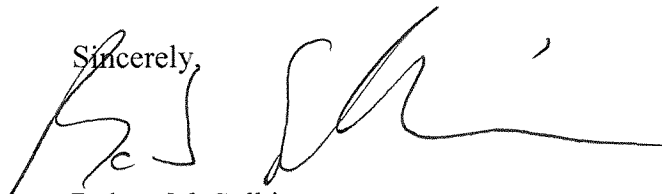
Re: **DECOURSEY COST CHARGES LETTER TO LANE POWELL**

Dear Ms. Earl-Hubbard:

We are in receipt of your letter of October 5, 2011 to Lane Powell regarding Mark and Carol DeCoursey. As you may know, Lane Powell has asserted claims against the DeCourseys for their failure to honor their obligations to pay Lane Powell's attorneys fees and costs in connection with Lane Powell's representation of the DeCourseys. This firm represents Lane Powell in connection with the firm's claims against the DeCourseys. Accordingly, please contact Lane Powell through my office in the future on any matters relating to the DeCourseys.

Your letter requests that Lane Powell provide legal advice to the DeCourseys regarding the cost bill you have apparently been tasked with submitting on their behalf. ("Please advise which of these costs are recoverable under RCW 484.010 [sic] and the category into which each falls.") Lane Powell is not responsible for providing the DeCourseys with legal advice—indeed, the DeCourseys fired Lane Powell and have refused to pay Lane Powell for the work it did on their behalf. That said, if you require specific information to make your own determination with respect to the work you have undertaken for the DeCourseys, please provide us with those questions and we will work with Lane Powell to get you the documentation you require. It is our understanding that the DeCourseys themselves have much of this information and, indeed, directly incurred costs on the matter as well.

Sincerely,



Robert M. Sulkin

RMS:rml