Request for Review of the Washington State Bar Association's
Dismissal of Grievance Against
Malaika Eaton (WSBA 32837)
ODC File No. 14-01159
with reference to
Requests for Review of Dismissals of Degginger collaborators
Ryan McBride (WSBA 33280)
Robert Sulkin (WSBA 15425)
Grant Degginger (WSBA 15261)

Delivered by Hand
May 26, 2015

In A Nutshell

We request review of the April 9, 2015 dismissal of the above-cited grievance, on these grounds and others, as discussed in this request.

1. WSBA disregarded and mischaracterized many of our charges and much of our documentation.
2. WSBA disregarded undisputed evidence that the four lawyers violated many provisions of the RPC.
3. WSBA failed to find "sufficient evidence" of the lawyers' violations of the RPC, even though the four lawyers tacitly admitted many of the violations.
4. WSBA attacked our character on the basis of non-germane and misleading information.
5. WSBA refused to accept our complaint against the Lane Powell law firm, but nonetheless issued a glowing endorsement of Lane Powell's performance.
6. WSBA acted as BOTH the defense council and the judge for the accused lawyers.
7. WSBA failed to sanction the lawyers who lied to us -- despite emails proving the lies.
8. WSBA failed to sanction the lawyers who lied in court -- despite court pleadings that proved the lies.
9. WSBA disregarded a lawyer's failure to disclose his obvious conflict of interest when accepting our case.
10. WSBA failed to sanction lawyer fee gouging and exploitation of public interest law.
11. WSBA refused to sanction the lawyers' extortive use of attorney/client confidences.
12. WSBA adopted the words and stances of a compromised judge as a substitute for WSBA doing its job disciplining lawyers.
13. WSBA justified Lane Powell's "gift" to Windermere of more than $250,000 that had been awarded to us by the court.

The WSBA represents itself as the guardian of lawyer ethics and the champion of justice in Washington. But, as shown by its April 9, 2015 dismissals of our complaints against lawyers Degginger, McBride, Sulkin, and Eaton, WSBA acts as a cartel operating outside the reaches of the democratic process -- a cartel that protects many of its member lawyers in their the wrongful and privatized use of our system of justice.

We request a review of the dismissal[s].

Introduction

After we were scammed by a real estate agent in 2004, we -- two senior citizens -- wound up in a lawsuit for the next seven years against Windermere, the biggest real estate firm in the Northwest. We eventually "won" that lawsuit in 2011. But by then Lane Powell, the law firm representing us, had given a large chunk of the judgment back to Windermere. And then Lane Powell sued us and took most of the remainder in “fees.”

How does all this happen? The Lane Powell lawyer behind Lane Powell’s law suit against is the former mayor of Bellevue, Grant Degginger. Degginger’s litigation group represented us in the first law suit against Windermere. When we hired Degginger’s junior to take us to trial, we did not know his command chain in the law firm included Grant Degginger, Mayor of Bellevue, one of the yuppiest places in America; we did not know Degginger relied upon the real estate/ development community for political support to power up his trendy metropolis to push him into US Congress. During the Windermere case, Degginger apparently found serving the interests of the real estate/development community much more important than serving our interests. Degginger is a power player in Washington -- as this is being written, he is (ironically) Chair of the Public Disclosure Commission.

From the day it was filed, Lane Powell’s law suit was assigned to a judge who was married to a Windermere Real Estate broker; the judge himself was a financial beneficiary of the Windermere empire. He did not reveal his Windermere connections to us. But it is apparent he used his position to satisfy a personal grudge against us, occasioned by our victory over Windermere in the first law suit: After all, we had very publicly blown the whistle on Windermere and the government corruption that protected its prominent place in the market. Eventually, he awarded $842,734.67 to Lane Powell. The message was obvious: “Sue Windermere? Even if you win, you’ll lose.”

Eventually we complained to the Washington State Bar Association (WSBA) about the betrayal of Degginger and one of his colleagues. We also complained about the plethora of lies other lawyers told in court on Degginger’s and his colleague's behalf.

In brief: The lawyers against of whom we complained were so arrogant and assured of a favorable result from the WSBA investigation, they didn't even deny most of our charges. In effect, they confessed.

And WSBA was so contemptuous of citizen complaints against the Elite, WSBA didn't even address many of the charges to which the four lawyers effectively confessed.

All of which results in no WSBA action whatsoever being taken against the lawyers.

> “...insufficient evidence exists to prove unethical conduct by [accused lawyer name here] by a clear preponderance of the evidence in this matter.” (Pg. 1 of each Dismissal.)

That is, the evidence against the lawyers does not rise to the stratospheric level of proof required by the lawyers’ guild.

No lawyer misconduct? But this is amazing, and we must request a reconsideration.

A Synopsis of the Complaint can be found here.
http://www.everyones-business.org/BarReport/Synopsis.pdf

The full text of the Complaint,[1] (composed of the the Dedication, Introduction, Part I -- containing four chapters --and Part II --containing two chapters -- together with more than 4,000 pages of documentation) can be found here.
http://www.everyones-business.org/BarReport/index.html

We also filed grievances against the two firms involved: Lane Powell and McNaul, Ebel, Nawrot & Helgren. On July 3, 2014, WSBA informed us in writing it does not accept complaints against law firms. We knew of that rule, of course, but as legal scholars have observed, it causes grave problems for the sincere advocates of lawyer discipline. In cases of improper conduct, it can be impossible to determine just who did what, who made which decision, and who should be held responsible for the ethical breaches. Therefore, we sought to give WSBA every opportunity to catch up with the times on this issue.

On August 26, 2014, WSBA wrote to tell us that the four lawyers had filed a Response to our Complaint; WSBA invited us to reply.

On September 8, 2014, we filed a Reply.

On March 9, 2015, at WSBA's invitation, we met with Disciplinary Counsel Debra Slater and her investigator Vanessa Norman at the WSBA Seattle office to help them with our documentation. We discovered that Slater/Norman had removed our Complaint from its ring binder and shuffled the pages. Ms. Norman admitted she was not adept at navigating her way around webpages, and so could not access our hyperlinked complaint and documentation through the Web. The March 9 meeting lasted three hours.

On March 16, 2015, at WSBA's request, we sent WSBA "Will DeCourseys Profit From These Lawsuits?" to show how much money we spent from our own pockets in legal expenses.

On March 23, 2015, at WSBA's request, we sent WSBA further information on our allegations that the lawyers had collaborated to use attorney confidences as a basis for extortion under color of law.

On April 9, 2015, WSBA issued four decisions, dismissing the June 20, 2014 Grievances against the lawyers.
http://everyones-business.org/BarReport/Decision/WSBA-decision-degginger.pdf
http://everyones-business.org/BarReport/Decision/WSBA-decision-eaton.pdf
http://everyones-business.org/BarReport/Decision/WSBA-decision-mcbride.pdf
http://everyones-business.org/BarReport/Decision/WSBA-decision-sulkin.pdf

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[1] Our Complaint to the WSBA consists of four grievances against each of the four lawyers. Because the grievances are so closely interrelated, we have often used the two words interchangeably.

Unfortunately, Disciplinary Counsel Slater cannot stop "vigorously representing" her clients (the four lawyers) long enough to discipline their ethics.

This is a request for review of the dismissal of the grievance against the attorney Malaika Eaton.

Until WSBA enforces the Rules of Professional Conduct on its members, it will be seen for what it is: A giant hoax on the public -- a cartel that protects misconduct that would otherwise be recognized to be "criminal."

The reasons we believe a review of the dismissal is warranted are as follows:

Details

Wrong Target: WSBA Attacks the Messengers

WSBA's dismissal of our Complaint against Grant Degginger consumed more than nine and one half (9 1/2) single-spaced type-written pages; McBride's Dismissal consumed six (6) pages; Sulkin's Dismissal consumed eight (8) pages, Eaton's Dismissal consumed eight (8) pages. Each Dismissal contained four and one half pages (4 1/2) pages of *identical* text -- verbiage which failed to address our complaints against the lawyers. But prominent in that non-germane verbiage was an attack on our character. (See Pgs. 1, Para. 2 et seq. of each Dismissal.)

WSBA's character assassination consists of citing an Order dated May 4, 2007 issued by Judge Michael Spearman. Mentioning that Order was a diversion, wholly irrelevant to our Complaint: The Order was issued when we represented ourselves -- four months before we hired Lane Powell (September 2007). We certainly did not fault Degginger and Lane Powell for the Spearman Order. We had no reason to mention the Spearman Order in our Complaint, and did not.

Disciplinary Counsel Debra Slater was supposed to be investigating *our* complaints about the four lawyers. Had she been doing *that* task, she would not have had occasion to come across the Spearman Order, or mention it.

It would appear she was fed the material by one of the four lawyers we complained about, and obediently included it.

Non-germane as the Spearman Order was, WSBA Disciplinary Counsel prominently featured it in each of the four dismissals. The purpose? To perhaps convince the reader we were fair game and undeserving of a fair hearing? To suggest the four lawyers should be exempt from the Rules of Professional Conduct?

Moreover, Judge Spearman knew -- or should have known -- he was was aiding and abetting perjury and fraud on the court by issuing the May 4, 2007 Order. That Order was symptomatic of the diseased state of our system of justice: Lawyers lying in court, and judges willingly incorporating those lies into their rulings and punishing the truth sayers.

WSBA Disciplinary Counsel seems preoccupied with the question of character, but she looks in the wrong direction. Her job is to focus on the character of the *lawyers.* We remind her of the words of Justice Felix Frankfurter:

> It is a fair characterization of the lawyer's responsibility in our society that he [or she] stands 'as a shield' ... in defense of right and to ward off wrong. From a profession charged with such responsibilities there must be exacted those qualities of truth-speaking, of a high sense of honor, of granite discretion, of the strictest observance of fiduciary responsibility, that have, throughout the centuries, been compendiously described as 'moral character.'
> -- Schware v. Board of Bar Examiners, 353 U.S. 232 (1957). As cited by California Supreme Court, In re Stephen Randall Glass on Admission, S196374; State Bar Ct. No. 09-M-11736; filed 1/27/14; Pg. 30.

We address the Spearman May 4, 2007 distraction more fully in **Appendix A**.

WSBA Can't Find "Sufficient Evidence" to Sanction -- Even Though Lawyers Tacitly Admit Unethical Conduct

WSBA Disciplinary Counsel Debra Slater dismissed the Complaint ("Grievances") against the lawyers with these words:

> "Based on the information we have received, insufficient evidence exists to prove unethical conduct by [name] by a clear preponderance of the evidence in this matter. Therefore, we are dismissing the grievance." -- WSBA Disciplinary Counsel Debra Slater (Pg. 1 of Dismissals.)

Insufficient evidence? When the lawyer tacitly admits the charge, what more evidence is needed?

As we pointed out in the Introduction of our September 8, 2014 Reply (http://www.everyones-business.org/BarReport/Reply/Reply-intro.html Degginger, McBride, Sulkin, and Eaton did not *even bother to deny* 48 (forty-eight) violations of the RPC we cited.

In judicial proceedings, there is a principle which may be stated as: "What is not denied is admitted." Thus, the four lawyers confessed to 48 (forty-eight) violations of the Rules of Professional Conduct.

But even with those confessions, WSBA had "insufficient evidence" to take the grievances to a disciplinary hearing. Now, that is a *really* high threshold of proof.

What of the lies told to the court? We reported to WSBA that Sulkin and Eaton (on behalf of Degginger et al.) told at least 24 (twenty four) material and verifiable lies to the court. The details of those lies were presented in a matrix entitled "The Truth, the Lie, and the Judge." http://www.everyones-business.org/BarReport/liesmatrix.html

In their Response, the four lawyers did not address or deny the list of lies (except to issue a blanket statement that the accusations were "without merit"). Instead, they pointed out that the judge had allowed the statements in question to stand, and furnished a nine (9) page narrative that criss-crossed the subjects in the matrix at a few points.

Thus when the lawyers failed to deny 24 of the lies documented in "The Truth, the Lie, and the Judge," they thereby tacitly confessed to those lies. Given the details in "The Truth, the Lie, and the Judge," WSBA could easily have verified that our charges were accurate. Instead, WSBA Disciplinary Counsel -- like the lawyers under its investigation -- ignored it all.

How can WSBA say it does not have sufficient evidence of unethical conduct when WSBA actually has a lengthy list of confessions?

In sum, WSBA disregarded the admissions of guilt and became *post facto* accessories to violations of the RPC and the lies told in court.

Lies? What Lies?
You Can't Prove They ***Knew*** They Were Lying ....

Who Was Responsible? Recall that at all times relevant to this request for review of the dismissals, Grant Degginger and his colleague Ryan McBride were represented by Malaika Eaton and her supervisor Robert Sulkin. Eaton and Sulkin never spoke for themselves -- whenever they spoke, they spoke for their clients.

Recall also that under RPC 5.1, a managing partner is responsible for the actions of those he supervises.

Misrepresenting the Facts. RPC 3.3 "Candor Toward the Tribunal" requires that a lawyer not lie, and that he correct any false statement.

> (a) A lawyer shall not knowingly:
> (1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer;

Degginger permitted Lane Powell's legal representatives Sulkin and Eaton to make statements to the court, statements that Degginger knew to be false; Sulkin and Eaton knew them to be false, too, because we pointed out the falsehoods in responsive pleadings, and the lawyers never moved to correct their false statements.

The reviewer is invited to study "The Truth, the Lie, and the Judge."
http://www.everyones-business.org/BarReport/liesmatrix.html
As already shown above ("WSBA Can't Find "Sufficient Evidence" to Sanction --
Even Though Lawyers Tacitly Admit Unethical Conduct"), neither the lawyers nor WSBA denied our complaints the lawyers had lied in court.

How does WSBA defend the lawyers deceiving the court?

The reader is now referred to WSBA's dismissal of the grievance against M. Eaton. Eaton's signature often appeared on the untruthful court submissions. As explained in "Who Was Responsible?" (above) every lapse by Eaton implicates both Sulkin and the lawyers Eaton and Sulkin represented:

> "You allege that there were several instances where you believe Ms. Eaton made false statements to the court. .... RPC 3.3 provides, in pertinent part, that a lawyer shall not ***knowingly*** make a false statement of fact or law to a tribunal." (Pg. 7, Eaton Dismissal. Emphasis in original.)

WSBA does not dispute that Eaton, under the supervision of Sulkin and on behalf of Degginger and McBride, made false statements to the court. WSBA weasels only that we could not prove the false statements were made "***knowingly***." Perhaps Eaton and Sulkin made those statements in their sleep, or when drunk? Maybe they thought they were arguing a different case or just practicing argumentation to a mirror? Disciplinary Counsel Slater cannot stop "vigorously representing" her clients (the four lawyers) long enough to discipline their ethics.

By saying "lawyers often interpret the law differently," WSBA pretends that there is no truth -- it's all a matter of interpretation, words have no objective meaning, and everything is in a flux. If that were true, there could be no written law, precedent, or Court Rules (e.g. the Rules of Professional Conduct).

The WSBA rejects the notion that when Washington lawyers write a brief and put their name on it, the lawyers thereby take responsibility for the veracity of what is written.

Misrepresenting the Law. WSBA *does* know that the RPC -- of which it is the administrator -- forbids a lawyer from misrepresenting the law. And, as a lawyer, WSBA's Disciplinary Counsel *must* know the law: We cite Civil Rule 26(b)(1), ER 502, RPC 1.6, and *Pappas v. Holloway* in Part II Chapter 1 of our Complaint.
http://www.everyones-business.org/BarReport/hijack-2-1.html#7
* "What Do Courts Say About Privilege in Attorney/Client Lawsuits?"
* "Eaton's Knowingly False Representation of Law."

WSBA Message to Washington Lawyers. WSBA Disciplinary Counsel excuses the lies by inferring that the lawyers (a) did not "knowingly" lie (that is, they do not know when they are telling the truth or telling a lie) and that (b) in an adversarial system, lies are excused under the rubric of vigorous advocacy. Thus WSBA turns RPC 3.3 "Candor Toward the Tribunal" on its head.

Disciplinary Counsel Slater proves to be so tolerant of lies, she doesn't mind that the four lawyers lie even to her during her investigation. In our reply of September 8, 2014 (Pg. 2 and throughout), we pointed out the numerous lies the four lawyers wrote in their Response to our Grievance. Such lies are themselves a violation of Title 8 of the RPC.

The conclusion is inescapable: WSBA is telling Washington lawyers that they may define language anyway they wish, just as Humpty Dumpty does in *Through the Looking Glass.*

> "When *I* use a word, it means just what I choose it to mean ..."

We are not the only people concerned about this reluctance of Bar associations to find anything unethical in lawyer conduct. While honest judges and citizens cry out for some discipline, Bar

associations through the country see no problem. The authors of a 2004 Hofstra Law Review put it this way:

> There is a lurking sense that futility plays a role for some judges. A judge on the Florida Court of Appeals recently expressed his frustration with amazing candor:
>
> > While in light of [the lawyer's] egregious conduct, we feel duty bound by Canon 3D(2), Code of Judicial Conduct hereby to report him to the Florida Bar, we have no illusions that this will have any practical effect. Our skepticism is caused by the fact that, of the many occasions in which members of this court reluctantly and usually only after agonizing over what we thought was the seriousness of doing so -- have found it appropriate to make such a referral about a lawyer's conduct in litigation ... none has resulted in the public imposition of any discipline -- not even a reprimand -- whatever ... Speaking for himself alone, the present writer has grown tired of felling trees in the [*1436] empty ethical forest which seems so much a part of the professional landscape in this area. Perhaps the time has come to apply instead the rule of conservation of judicial resources which teaches that a court should not require a useless act, even of itself. (McMorrow, Judith A.; Gardina, Jackie A.; Ricciardone, Salvatore. "Judicial Attitudes Toward Confronting Attorney Misconduct: A View From the Reported Decisions." Hofstra Law Review, Summer, 2004. Pgs. 1435, 1436.)

What we see in WSBA's excuse for lying in court is a shameless use of sophistry, which Merriam Webster defines as:

> "[t]he use of reasoning or arguments that sound correct but are actually false."

We request WSBA reject the use of such sophistry and do its job.

Disciplinary Counsel Redefines Ethical Conduct

The authors of the RPC defined the primary purposes and functions of the legal profession from the works of generations of scholars.
http://www.courts.wa.gov/court_rules/?fa=court_rules.display&group=ga&set=RPC&ruleid=garpcPrinciples

In that small essay, the authors discuss ethics, honesty, upholding the law, truth, dignity of the individual, efficient administration of justice, and honor of the profession -- the sort of thing that makes the heart beat strong and the eyes blink a bit wet, thinking of all those high-minded ideals.

WSBA Disciplinary Counsel Slater, however, has much simpler and earthier vision of the lawyer's profession, not found in the high-minded version.

> "Under our adversary system, a lawyer's primary duty is to protect the rights and interests of his or her client. Lawyers often interpret the law differently and may disagree on those interpretations. Ms. Eaton's statement appears to reflect her interpretation of the law on the subject of attorney-client privilege. It also appears she was arguing for an

> interpretation that was favorable to her client. A lawyer may and should aggressively pursue his or her client's interests by taking whatever steps the law allows to advance or protect those interests ..." (Pg. 7, Eaton Dismissal.)

For the moment, allow us to focus on Ms. Slater's first sentence:

> "Under our adversary system, a lawyer's primary duty is to protect the rights and interests of his or her client ... "

A lawyer's *primary* duty is to do *whatever* will serve the client's interests? And in considering this simple statement, we must remember how broad a client's interests may be, from defrauding widows and orphans to punishing whistleblowers and squeezing unearned money out of home-owners -- whatever meets the definition of the "interests of his or her client."

Significantly, Ms. Slater -- speaking as the enforcement arm of lawyer ethics for the WSBA in an official ruling -- uses the term "adversary system" without mentioning that the adversary system was designed to find truth. She ignores the commentary on RPC 3.4 [11] which is as follows:

> [11] The disclosure of a client's false testimony can result in grave consequences to the client, including not only a sense of betrayal but also loss of the case and perhaps a prosecution for perjury. But the alternative is that the lawyer cooperate in deceiving the court, thereby subverting the truthfinding process which the adversary system is designed to implement.

In the sentence that follows the first, Ms. Slater negates RPC 3.4[11]:

> "Lawyers often interpret the law differently and may disagree on those interpretations. Ms. Eaton's statement appears to reflect her interpretation of the law on the subject of attorney-client privilege. It also appears she was arguing for an interpretation that was favorable to her client. A lawyer may and should aggressively pursue his or her client's interests by taking whatever steps the law allows to advance or protect those interests. While there are professional limits on what lawyers may do, the available information does not indicate that Ms. Eaton's alleged conduct exceeded these limits. ..." (Pg. 7, Eaton Dismissal.)

In just a few sentences, WSBA has excused almost everything that is wrong with the legal profession in America -- the fatal flaws that have made lawyers hated throughout a large sector of American society.

The vision is this: The lawyer is a lying mercenary, unhampered by ethics, rules, laws, or anything else that might stand in the way of the "interests of his or her client."

And here, in its April 9 dismissals, we see WSBA is there, to make sure that the disclosure of "false testimony" mentioned in Comment 11 of RPC 3.4 has no negative effect on the WSBA members we named in our Complaint.

WSBA promotes two conflicting codes of ethics. One is all chock full of sonorous sentiments, printed on the WSBA web site. The other is the realpolitik boots-on-the-ground how-you-get-rich Lawyer's Code that WSBA actually facilitates.

Since WSBA dismissed our Grievances using the wrong ethical code (something other than the RPC), a review of the Dismissals of the Grievances is in order.
WSBA Negates Rules of Professional Conduct. Let us revisit Slater's remarks on Pg. 8 of the Degginger dismissal:

> "Our review of the evidence indicates that LP [Lane Powell] vigorously represented your interests. As such, it appears we would be unable to meet the burden of proof in establishing that LP's conduct violated the RPCs in this regard. " (Pg. 8, Slater, Degginger Dismissal)

WSBA's Slater would have us believe that if a lawyer "vigorously" represents a client's interests, anything goes. Any and all infractions of the RPC can be ignored. Apparently, WSBA has no real function to preform, other than protecting politically powerful lawyers against complaints.

WSBA, in its April 9, 2015 dismissals of the grievances against Degginger, McBride, Sulkin, and Eaton, makes a mockery of the lofty goals expressed in "Fundamental Principles of Professional Conduct as published by the Washington Court system:
http://www.courts.wa.gov/court_rules/?fa=court_rules.display&group=ga&set=RPC&ruleid=garpcPrinciples

By its April 9, 2015 dismissals, WSBA holds all Washington lawyers -- even those who live by the "fundamental principles" -- up to public ridicule.

Lying to Clients?
For the WSBA, Not Important Enough To Address

What of lying to clients? WSBA Disciplinary Counsel Debra Slater does not deny Degginger and McBride lied to us -- but treats the subject as beneath WSBA's notice. The reader is invited to examine the lies McBride and Degginger told us about function of Supreme Court.
http://www.everyones-business.org/BarReport/hijack-1-3.html#4
* "Degginger & McBride Lie About Function of Supreme Court,"
And scroll down to also read:
* "Definition of Fraud in Rules of Professional Conduct."

Ms. Slater did not even deign to comment on the matter, let alone refer it for a hearing for sanctions.

WSBA Winks at Downright Lie,
Contradictory Claims, and a Courtroom Charade

WSBA Disciplinary Counsel Debra Slater knew that Degginger and company sued us on October 5, 2011. Disciplinary Counsel also had been informed that:

On one hand, upon the filing of the lawsuit, Degginger and his counsel Sulkin and Eaton filed discovery requests which demanded we produce in discovery ALL the communications we had ever had with Lane Powell, Degginger & company. If we had done so at that time, of course, we would have waived our privilege.

That discovery request deliberately violated Civil Rule 26. Since it was issued on behalf of Lane Powell, it was also a violation of Degginger's oath (and his colleagues' oaths) of client confidence and of the applicable clauses of the RPC.
http://www.everyones-business.org/BarReport/2011/20111005-LP-discovery-no-1.pdf
(WSBA exempts Degginger from this issue by reminding us that the judge waived our privilege. This is a gaff. The illegal discovery request was served on October 5, 2011, but the judge did not use the word "privilege" until April 27, 2012. WSBA's ruling is not logical.)

On the other hand, Sulkin and Eaton claimed before the court that in filing defenses and counter claims on October 25, 2011, we waived our privilege.

On the third hand, the four lawyers claimed the judge had ordered our privilege waived in multiple orders prior to April 27, 2012. But when the judge wrote his April 27 Order, he could not find any prior orders he'd issued waiving our privilege. (He hadn't issued any such orders.) So his language cite "the above orders" makes the document anomalous and *non sequitur*.

On the fourth hand, the four lawyers complained that our refusal to produce the documents was stymieing their lawsuit.

On the fifth hand, the four lawyers claimed that a) Lane Powell already had the documents, b) we still had the privilege, and c) our continued assertion of privilege was preventing Lane Powell from using the documents in its possession.

In our Complaint, we explained these ethical problems to WSBA in:

In those sections, we explained the word "lie" to WSBA, and informed WSBA the court rules and the RPC forbid lawyers to lie, that making contradictory statements is banned, and the RCW 9A. 72.050 defines inconsistent material statements as "perjury." See:
http://www.everyones-business.org/BarReport/hijack-2-1.html#10
* "The "Privilege" Lies and Use of Contradictory Statements"
http://www.everyones-business.org/BarReport/hijack-2-1.html#11
* "Lawyers Prohibited from Lying and Using Contradictory Statements"

We also gave an overview of the elaborate charade Degginger and his legal representatives performed in court, including false statements of fact and law.
http://www.everyones-business.org/BarReport/hijack-2-1.html#13
* "Overview of Due Process Charade:Due Process or Kangaroo Court?"
http://www.everyones-business.org/BarReport/hijack-2-1.html#17
* "The Discovery Charade and the Discovery Facts"
http://www.everyones-business.org/BarReport/hijack-2-1.html#18
* "Sulkin & Eaton's Fraud on the Washington Court"

So WSBA had all the information, but refused to do its job and sanction the lawyers as required.

The Four Lawyers Request an Order of Contempt
Because We Did Not Ignore Court Order

In the course of all that deceitful and contradictory argument from the four lawyers, we asked the judge in February 2012 to clarify his orders on our privilege, who up to that point had not mentioned a word about privilege. The judge returned an order answering our query indirectly: on February 29, he signed an Order citing court rules that protected our privilege, requiring us to produce the documents "in accordance with CR 26(b) and ER 502." The Order was entered by the clerk on March 2.
http://www.everyones-business.org/BarReport/2012/March%202,%202012.pdf
For us, that was his answer.

The Four Lawyers Truncate Judge's Order. On March 8, 2012, the four lawyers moved for a contempt order, faulting us for not producing in discovery material already in Lane Powell's files. But the four lawyers truncated the words of the order that protected our privilege, making it appear the judge had ordered the opposite. WSBA reviewed this in detail and found nothing amiss.

The documented facts presented to the WSBA are here:
http://www.everyones-business.org/BarReport/hijack-2-1.html#17
* "The Discovery Charade and the Discovery Facts"

Judge Eadie's Order. On April 27, Judge Eadie held us in contempt for complying with the February 29/March 2 Order. This time, Judge Eadie faulted us for "willful and deliberate" failure to follow the court's orders on privilege ("orders cited above") – and no orders on privilege were cited above. (April 27, 2012.)
http://www.everyones-business.org/BarReport/2012/April%2027,%202012.pdf

On July 3, the judge issued another order ruling that the qualifying clause protecting privilege in the March 2 order literally had no meaning.
http://www.everyones-business.org/BarReport/2012/July%203,%202012.pdf

WSBA Cites Truncated Court Order. We would expect that if WSBA were giving a fair hearing, it would pay attention to details and recite the facts. And we would expect a non-biased observer would understand the ambush for what it was.

We described events fully to WSBA at:
http://www.everyones-business.org/BarReport/hijack-2-1.html#18
* "Sulkin & Eaton's Fraud on the Washington Court"

Instead, WSBA found nothing unusual about lawyers altering a court order, nor with lawyers asking a judge to hold litigants in contempt for following the court's orders. We were, in fact, sanctioned for obeying the original order, as we told WSBA in our Complaint. WSBA ignores this anomaly.

WSBA's Disregard for Law. WSBA Disciplinary Counsel spends more than a page of text -- from the lower half of Pg. 5 through most of Pg. 6 of the Degginger/Sulkin/Eaton Dismissals -- and granting credence to the discovery charade.

Disciplinary Counsel knows or should know the laws on privilege. Certainly, we explained the matter in:
http://www.everyones-business.org/BarReport/hijack-2-1.html#6
* "Attack on Privileged Communications: How Is This Not Extortion?" and
http://www.everyones-business.org/BarReport/hijack-2-1.html#7
* "What Do Courts Say About Privilege in Attorney/Client Lawsuits?
http://www.everyones-business.org/BarReport/hijack-2-1.html#9
* "In Court, We Charge Extortion"

But WSBA sees nothing odd about the four lawyers' arguing five (5) variants of "your privilege was waived" and the "DeCourseys still have the privilege" argument. And nothing odd about a judge who refuses to grant discovery protection or a discovery plan. And nothing wrong with lawyers who truncate a key phrase from a sentence when quoting an court order. And nothing wrong with the court process wherein litigants are ordered to conform to CR 26(b) and ER 502 in discovery, and then held in contempt for observing and conforming to "CR 26(b) and ER 502."

We request that WSBA reconsider its stance and reverse itself on these matters.

WSBA Stacks the Deck In Favor of Lane Powell.
Only Praise Permitted

Consider that on June 20, 2014, we filed a Complaint against Lane Powell (Degginger and McBride's firm) and against McNaul Ebel Nawrot & Helgren (Sulkin and Eaton's firm.) WSBA refused to consider those complaints. In July 3, 2014 letters to us, WSBA stated:

> "RE: Your information dated June 20, 2014 regarding [Lane Powell] [McNaul Ebel Nawrot Helgren] ... We received the information you submitted. We can only proceed with a grievance against an individual lawyer, not groups or associations." [Felice P. Congalton]

However, in its April 9 Dismissal, WSBA Disciplinary Counsel Debra Slater wrote:

> "LP vigorously represented you in the Windermere law suit." (Degginger Dismissal, Pg. 8, mid page.)

and, on the same page, Ms. Slater repeated her endorsement of Lane Powell when she wrote:

> "Our review of the evidence indicates that LP [Lane Powell] vigorously represented your interests. As such, it appears we would be unable to meet the burden of proof in establishing that LP's conduct violated the RPCs in this regard." (Degginger Dismissal, Pg. 8, bottom of page.)

Let's look at the first sentence of the immediately preceding paragraph: *"Our review of the evidence indicates that LP [Lane Powell] vigorously represented your interests."* So while ***no*** complaints against Lane Powell are permitted, glowing praise of Lane Powell ***is*** permitted?

Now let's look at the second sentence: *"As such, it appears we would be unable to meet the burden of proof in establishing that LP's conduct violated the RPCs in this regard."* But wait a

minute! Given that WSBA is not mandated to consider complaints against law firms, on what basis does it exonerate a law firm of a complaint WSBA has not even considered?

WSBA is not qualified or maqndated to determine the truth of that statement. And yet, the statement is so broad and general, it colors everything else. If our interests were "vigorously represented," the Counsel must inevitably reach the conclusion that we have no Grievance against anyone. Lane Powell could "vigorously represent" our interests *only* if the Lane Powell attorneys (i.e., Degginger, McBride) "vigorously represented" our interests. And having concluded that, no element, charge, or complaint in the Grievance has purchase.

WSBA's job is to see that licensed lawyers adhere to the ethics standards of the Rules of Professional Conduct -- not to make sycophantic comments upon the quality of the representation concerning entities over which it has no jurisdiction.

RPC 8.4, "Misconduct," informs us of WSBA's mandate:

> "It is professional misconduct for a lawyer to: (a) violate or attempt to violate the Rules of Professional Conduct .... "

And as Administrator of the RPC, it is WSBA's job to pass judgment on violations of RPC 8.4.

WSBA Admits Making Exceptions for the Four Lawyers. By her own words, WSBA Disciplinary Counsel acted outside her mandate by endorsing the performance of the lawyers against whom we complained.

On Pg. 9, WSBA states: "Generally, we do not review the quality of a lawyer's representation."
On Pg. 9, WSBA states: "Again, generally, we are not in a position to access the quality of a lawyer's representation.
On Pg. 10, WSBA states: "As stated above, generally, we do not review the quality of a lawyer's representation." (Degginger Dismissal.)

WSBA's Praise of Lane Powell Is Fatuous. Among the things WSBA ignores in making its fatuous claim are these:

Our Consumer Protection Act case was already well-developed before we hired Degginger's team to take us to trial. See:
http://everyones-business.org/BarReport/hijack-1-1.html#1
* "The Story Begins: We Develop Our Case Pro Se," and
http://everyones-business.org/BarReport/hijack-1-1.html#5
* "More About Our Case: Lane Powell Receives Well-Developed Case."

After we retained his firm, Degginger sent the legal fees in the case into the stratosphere. See:
http://everyones-business.org/BarReport/hijack-1-1.html#6
* "Our CPA Case Is Hijacked and Becomes a Cash Cow -- We Become Hostages."

At the above URL, we presented WSBA documented evidence of the following:

- Degginger's team allowed our opponent (Windermere Real Estate) to file one frivolous motion after the next without asking the court to sanction Windermere under CR 11. The refusal to

use court procedures was good for Degginger's billing. More and more fees were generated for his practice group when his subordinates answered one Windermere frivolity after the other;
- Twenty-seven (27) timekeepers were assigned to the case.
- How Degginger's group benefitted by our settlement with the contractor who ruined our home;
- Degginger failed to advance (CR 8 (d) arguments at Summary Judgment stage;
- Degginger pressured us to abandon our pretrial advantage;
- On the eve of the 2008 trial victory, Degginger urged us to concede defeat. He suggested we settle with Windermere, -- and accept a sum of money that would not even cover his legal fees, let alone the damage to our house;
- Degginger's failure to claim CPA damages;
- A $100,000 case estimate given by Degginger team turned into a $480,000 tab at end of trial activities;
- Degginger failed to tax Windermere for fees and costs billed to us;
- Degginger's Gift to Windermere: $260,000 in a tax advantage given to us by trial court
- After we had already paid his practice group $313,808, he claimed another $384,881.66.
- When we tried to negotiate, he sued us in violation of his contract with us.

Yet WSBA says: *"LP vigorously represented you in the Windermere law suit"* and *"Our review of the evidence indicates that LP [Lane Powell] vigorously represented your interests."*

Rather, we think Lane Powell first and foremost represented its own interests. It represented our interests only as our interests furthered theirs.

Windermere Did Not Present A Case. How Could Degginger's Team Lose? The court case was won, in no small part, because Windermere had no case to present to the jury. It had no experts, and no witnesses.

And that state of affairs was due to our rejection of Degginger's advice
http://www.everyones-business.org/BarReport/hijack-1-1.html#12
* "How Degginger Pressured Us To Abandon Our Pre-Trial Advantage." The reviewer is invited to read those seven paragraphs.

WSBA Is Too Easily Impressed. Not every member of the Bar was enchanted with the quality of the representation given to us by Degginger and Company. See the September 22, 2011 letter of Paul Fogarty, Esq.:
http://www.everyones-business.org/BarReport/2011/September%2022,%202011.pdf

Your Money Or Your Confidences? -- Degginger's Naked Extortion. The very day Degginger/his firm sued us, his lawyers Sulkin and Eaton issued discovery requests, demanding that we place confidences we had given Degginger and his colleagues into evidence.
http://www.everyones-business.org/BarReport/hijack-2-1.html#4
* "How Lane Powell's Lawsuit Violates Professional Conduct: Extortion Laundered Under the Cover of Judicial Process -- and Other Things"

And by having the Lane Powell lawyers lie in court and employ other dirty tricks, the collaborators ultimately got $842,734.67 awarded to Lane Powell.

So NO. No reasonable person would agree Degginger & company "vigorously" represented our interests. Nor would impartial observers. If Degginger and his colleagues think they did such a great job for us -- as Ms. Slater says -- we challenge them to take an ad out in the legal journals boasting of their performance in this case, telling in full what we were able to keep of the award.

By praising Lane Powell's performance, Disciplinary Counsel is subtlety passing judgment on the merits of Lane Powell's case against us, and thereby casting a favorable light on whatever Sulkin and Eaton did to have the court agree that Lane Powell's suit was meritorious.

WSBA Endorses Shakedown Under Color Of Law

At all times relevant to this request for review of the dismissals, Grant Degginger and his colleague Ryan McBride were represented by Malaika Eaton and her supervisor Robert Sulkin. Eaton and Sulkin never spoke for themselves -- whenever they spoke, they spoke for their clients -- including Lane Powell shareholders Grant Degginger and Ryan McBride.

In September 2011, Lane Powell lawyers and DeCourseys (through attorney Paul Fogarty) were communicating in an attempt to resolve their differences. WSBA was given full information on the situation, including copies of the correspondence on the subject.
http://www.everyones-business.org/BarReport/hijack-1-4.html#1
* "Fogarty's September 23, 2011 Letter: Two More Issues,"

On September 22, Fogarty wrote a 19-page letter to Lane Powell; on September 23, he wrote a two-page letter. On September 28, lane Powell wrote a two-page letter to Mr. Fogarty.
http://www.everyones-business.org/BarReport/2011/September%2022,%202011.pdf
http://www.everyones-business.org/BarReport/2011/September%2023,%202011.pdf
http://www.everyones-business.org/BarReport/2011/September%2028,%202011.pdf

In its September 28 letter, Lane Powell wrote:

> "... we would like to see that the DeCourseys are paid ... DeCourseys are free to make any arrangement they want with Windermere's insurer concerning payment [as long as Lane Powell's] legal fees to which [Lane Powell] is entitled [are protected] ... We will work with you concerning your request for documents ..."

Without any further communication whatsoever, a few days later, on October 5, 2011, Robert Sulkin suddenly appeared on the scene as Lane Powell's attorney and filed suit on DeCourseys, serving them directly (that is, service was not effected through Mr. Fogarty.) Magically, Sulkin's suit was assigned to the husband of a Windermere broker who was himself a financial beneficiary of the Windermere empire. The next day, Sulkin called Mr. Fogarty on the phone and made his $800,000 threat against us. That situation was described to WSBA in:
http://www.everyones-business.org/BarReport/hijack-2-1.html#5

Sulkin's $800,000 threat promised financial annihilation for us, and that it offended Civil Rule 1, Evidence Rule 102, RPC 3.4 ("Fairness to the Opposing Party") and RPC 8.4(d) ("Conduct Prejudicial to the Administration of Justice.") Knowing full well we could not match Lane Powell''s $800,000 war chest and that we could not secure contingency representation in the circumstances, Sulkin was effectively denying us representation and due process of law.

Dictionaries commonly define “shakedown” as another word for extortion/blackmail -- or the obtaining of a good or service through means of force, threats/intimidation, or abuse of power. Of particular note is the Cambridge Dictionary’s definition.

> the act of getting money from someone by using threats:
> *Her lawyers say the suit is a shakedown, an attempt to get her to pay them off.*

But WSBA considers Sulkin’s $800,000 threat to be perfectly fine, and justifies the act. WSBA states:

> “Our review of the evidence on this point indicates that it is likely that Mr. Sulkin was informing Mr. Fogarty about LP’s position on the case. To rephrase, LP doesn’t think it did nothing wrong, were not going to settle, and we’re willing to spend what it takes to prove our point.. In other words, Mr. Sulkin was communicating his client’s level of commitment to pursuing the case to Mr. Fogarty. “ (Pg. 7, 8, Sulkin Dismissal.)

WSBA Disciplinary Counsel Slater is not “rephrasing” Sulkin’s threat -- she is advancing her own argument in her own language. And then she passes judgment on her own words and decides that Sulkin’s threat is just fine. Unfortunately, Disciplinary Counsel Slater cannot stop “vigorously representing” her clients (the four lawyers) long enough to discipline their ethics.

WSBA Uses Wrong Standard of Lawyer Ethics

The ELC states the criterion for disciplinary action shall be the Rules of Professional Conduct. The Disciplinary Counsel echoes that principle on Pg. 1, Para. 1 of each Dismissal: "... a lawyer may be disciplined only on a showing ... that the lawyer violated the Rules of Professional Conduct."

However, contrary to that statement in the ELC, the Disciplinary Counsel declares that the primary duty of an attorney "is to protect the rights and interests of his or her client."

Hence, by the words in her own Dismissals, Disciplinary Counsel Slater is shown to have dismissed our grievances by applying the wrong standard of ethics to the wrong party (Lane Powell instead of the lawyers). Having done so, she could not help but arrive at erroneous dismissals.

Because of these structural errors in the consideration of our grievances, and because of these foundation premises of the Decisions, we are convinced our Grievance was not correctly considered or decided, and we request our Grievance to be reconsidered.

WSBA Approves Exorbitant Fees and Negates “Reasonableness of Fees” Principle in RPC 1.5.

Before we terminated Degginger & company on August 3, 2011, we had paid them **$313,808**. After we terminated them, they demanded another **$384,889.66** *plus* interest.

WSBA indicates that billing **$698,689.66** plus interest in legal fees for a Consumer Protection Act case is perfectly fine, and consistent with RPC 1.5.

Claiming **$698,689.66** plus interest in such a case is "insufficient evidence" to show Degginger & company charged exorbitant fees? **$698,689.66** in fees for a homeowners' Consumer Protection Act case does not offend RPC 1.5? Only in the world of the WSBA.

Ultimately, after the lawsuit filed against us by Degginger & company was assigned to the Windermere judge, Degginger & company was awarded **$842,734.67.**

The reader should note that the WSBA Disciplinary Counsel Debra Slater wanted to know about the expenses we paid from our own pockets during this litigation. On May 16, 2015, we provided her with a statement: "Will DeCourseys Profit From These Lawsuits?" We showed her the total legal expenses, including those we paid directly (without going through Lane Powell) were $1,217,399.73.

By approving Lane Powell's exorbitant fees, Disciplinary Counsel is passing judgment on the merits of Lane Powell's case against us, and thereby casting a favorable light on whatever Sulkin and Eaton did to have the court agree that Lane Powell's suit was meritorious.

What Conflict of Interest? WSBA Negates RPC 1.7

WSBA Disciplinary Counsel Debra Slater rejected our charge that Degginger had an undisclosed conflict of interest when his practice group accepted our case.

WSBA Disciplinary Counsel states;

> "The rule requires that there be a ***significant*** risk that the representation will be ***materially*** limited by ... the personal interest of the lawyer." (Degginger Dismissal, Pg. 8.)

Then, confining its remarks more narrowly, it concludes there is not enough evidence to show a violation of RPC 1.7(a) by Degginger.

It is true that we do not have Degginger's signed confession that he violated RPC 1.7. And, as far as we know, no medical tests -- such as blood or urine tests -- exist for showing such a violation. But we provided solid evidence that Degginger did have an undisclosed personal conflict of interest. We spelled it out in our Complaint:
http://www.everyones-business.org/BarReport/hijack-1-1.html#4
* "Was Representation Undertaken in Good Faith? Or Was There Fraud In The Inducement?"

And the proof is in the pudding. Degginger and his colleagues served and benefited their own political and financial interests when handling our case. Ultimately, Degginger neutralized our victory in the trial court by giving many of our awards back to Windermere and burdening us with ruinous legal fees -- doubtlessly a welcome outcome for his political supporters: "Don't sue real estate interests, especially big, powerful interests such as Windermere. Even if you win, you'll lose."

Prior to Lane Powell offering a contract to represent us, Degginger should have disclosed his background and political affiliations, and asked us to sign a waiver. He did neither.

The reader is referred to:
http://www.everyones-business.org/BarReport/hijack-1-1.html#6
* "Our CPA Case Is Hijacked and Becomes a Cash Cow. We Become Hostages" and
http://www.everyones-business.org/BarReport/hijack-1-1.html#8
* "We Blow the Whistle on Govt. Agencies Flouting Consumer Protection Laws. Degginger's Aversion to Throwing Light on 'Old Boy' Network of Public Corruption"

The reader will note that we have already mentioned the "service" we received from Degginger and company (above, "WSBA Stacks the Deck In Favor of Lane Powell. Only Praise Permitted"). But reviewing the material is appropriate.

At that chapter cited above
http://www.everyones-business.org/BarReport/hijack-1-1.html#6
* "Our CPA Case Is Hijacked and Becomes a Cash Cow. We Become Hostages"
the reader will find documented evidence that:

- Degginger's team allowed our opponent (Windermere Real Estate) to file one frivolous motion after another without asking the court to sanction Windermere under Court Rule 11. Windermere's abuses were good for the billable hours in Degginger's team. More and more fees were generated for his practice group when his subordinates answered Windermere's frivolity.
- Twenty-seven (27) timekeepers were assigned to the case.
- How Degginger's group benefitted by our settlement with the contractor who ruined our home;
- Degginger's failure to advance CR 8(d) arguments at Summary Judgment stage;
- Degginger pressured us to abandon our pretrial advantage;
- On the eve of the 2008 trial victory, Degginger urged us to concede defeat. He suggested we settle with Windermere, -- and accept a sum of money that would not even cover his legal fees, let alone the damage to our house;
- Degginger failed to claim CPA damages;
- A $100,000 case estimate given by Degginger team turned into a $480,000 tab at end of trial activities;
- Degginger failed to tax Windermere for fees and costs billed to us;
- Degginger's gift to Windermere: $260,000 returned to Windermere that had originally been awarded to us by the trial court
- After we had already paid his practice group $313,808, Degginger billed us for another $384,881.66.
- When we tried to negotiate, Degginger & company sued us in violation of his contract with us.

Let us review WSBA's language on Pg. 8 of Degginger's Dismissal:

> "There is no direct evidence to support your assertion that Mr. Degginger or LP took these positions in furtherance of their business client's interests rather than yours."

Note: In the statement above, WSBA Disciplinary Counsel Slater has just changed the subject. We complained about Degginger's political conflicts of interest, but WSBA never addresses the problem.

Indeed! What would "direct evidence" be? What could possibly satisfy the WSBA's high evidentiary threshold? Why bother making a rule if it cannot be enforced?

By permitting Degginger's failure to disclose his conflict of interest, Disciplinary Counsel is passing judgment on the merits of Lane Powell's case against us, and thereby casting a favorable light on whatever Sulkin and Eaton did to have the court agree that Lane Powell's suit was meritorious.

WSBA Permits Attorneys to Hijack Lawsuits

WSBA downright misrepresents our complaints concerning the handling of Windermere's Supreme Court Petition by Degginger and his colleague Ryan McBride, and later championed by Sulkin and Eaton. In her opening remarks, WSBA Disciplinary Counsel Slater states:

> Based on the emails you provided to us, it appears that up until this point, the relationship between you and the LP lawyers had been a positive one." -- (Degginger Dismissal, Pg. 4.)

We wonder if WSBA has actually read our Complaint? Please see the Complaint start at:
http://www.everyones-business.org/BarReport/hijack-1-1.html#6

We made it abundantly clear we were not satisfied with Degginger's management. See:
* "Our CPA Case Is Hijacked and Becomes a Cash Cow. We Become Hostages:"
* "We Blow the Whistle on Govt. Agencies Flouting Consumer Protection Laws. Degginger's Aversion to Throwing Light on 'Old Boy' Network of Public Corruption;"
* "Public Duty Doctrine;"
* "Degginger's Practice Group Benefit$ By Settlement With Contractor:"
* "Failure to Advance CR8(d) Arguments at Summary Judgment Stage;"
* "How Degginger Pressured Us To Abandon Our Pre-Trial Advantage;"
* "$100,000 Cost Estimate Turns Into $480,000 Tab;"
* "Failure to Claim CPA Damages;"
* "Failure to Tax Windermere for Fees and Costs Billed to Us;"

WSBA ignores all this documented history.

In our Complaint, we also included some of our written complaints to Degginger. See:
http://www.everyones-business.org/BarReport/hijack-1-1.html#28
* "Were We Complicit in Our Bad Treatment at Degginger's Hands?"

In that chapter, please find this list of complaining letters:

> See a record of our complaints to Degginger: **Exhibit** November 7, 2008; **Exhibit** December 10, 2008; **Exhibit** August 5, 2010; **Exhibit** August 30, 2010; **Exhibit** September 5, 2010; **Exhibit** November 7, 2010. See especially **Exhibit** November 18, 2010, a letter from Degginger in response to our November 7, 2010 letter, and his refusal to address the issues we raised. Clearly Degginger knew we were captives and could not escape. (See further discussion in Chapter 2.)

And when addressing the Supreme Court Petition, WSBA also feigns ignorance of, and refuses to enforce RPC 1.2, "Scope of Representation and Allocation of Authority Between Client and Lawyer." We were outspoken and critical of the violation of 1.2 at:
http://www.everyones-business.org/BarReport/hijack-1-3.html#7
* "Degginger Refuses to Follow Our Directions."

On Pg. 4, WSBA, referring to email exchanges, coyly states:

> "It appears from the tone of these emails that you and Mr. McBride were not in agreement on what arguments to make in the case and whether it was your decision or Mr. McBride's decision." (Degginger Dismissal, Pg. 4.)

WSBA did not have to rely on the *"tone"* of our emails to learn that. The disagreement was open and in-your-face. And WSBA utterly ignores preceding text describing Degginger/McBride perfidy:
http://www.everyones-business.org/BarReport/hijack-1-3.html#1
* "McBride & Degginger Lie to Us, Refuse to Follow Our Directions, and Fail to Provide Competent Representation"
http://www.everyones-business.org/BarReport/hijack-1-3.html#2
* "What is Function of Supreme Courts"
http://www.everyones-business.org/BarReport/hijack-1-3.html#3
* "Windermere Petitions Supreme Court"
http://www.everyones-business.org/BarReport/hijack-1-3.html#4
* "Degginger & McBride Lie About Function of Supreme Court"
http://www.everyones-business.org/BarReport/hijack-1-3.html#5
* "Definition of Fraud in Rules of Professional Conduct"
http://www.everyones-business.org/BarReport/hijack-1-3.html#6
* "Contempt of Judicial Process Revealed by Blatant Nature of Lies"

By approving and endorsing Lane Powell's hi-jacking of our lawsuit, Disciplinary Counsel is passing judgment on the validity of Lane Powell's case against us, and thereby casting a favorable light on whatever Sulkin and Eaton did to have the court agree that Lane Powell's suit was meritorious.

Probable Cause vs. "Clear Preponderance of the Evidence" Standards

On Pg. 1, Para. 1 of the Dismissals, WSBA Disciplinary Counsel Debra Slater states:

> "The purpose of our review has been to determine whether sufficient evidence exists on which to base a disciplinary proceeding."

This standard is akin to the "probable cause" standard used by a grand jury. Then, on Pg. 1, para 2, WSBA states:

> "Based on the information we have received, insufficient evidence exists to prove unethical conduct by [lawyer's name here] by a clear preponderance of the evidence in this matter."

WSBA thus moved from a standard of probable cause to concluding that we couldn't prove the wrongdoing by a clear preponderance of the evidence.

This is equivalent to a District Attorney requiring proof beyond reasonable doubt before seeking an indictment. How like the DA's presentation to the Ferguson Grand Jury.

WSBA stated that it was dismissing "this matter" under ELC 5.7(a). We looked up Enforcement of Lawyer Conduct ELC 5.7 (a) on line. It provides that:

> "Disciplinary counsel may dismiss grievances with or without investigation ..."

Yet as we have shown, Degginger and Collaborators did not deny many of our charges: all the evidence supporting those charges went unchallenged. Yet WSBA Disciplinary Counsel states:

> "Based on the information we have received, insufficient evidence exists to prove unethical conduct by [name] by a clear preponderance of the evidence in this matter." (Dismissals, Pg. 1.)

WSBA's Misrepresentation of
Interest Ripoffs -- Shuffling the Facts

Reading WSBA's account of Degginger's give-away of the post-judgment interest awarded to us (Degginger Dismissal, Pg. 8, bottom of page, and Pg. 9), a reader might be quite confused. Understandably so, for there were several distinct problems and WSBA Disciplinary Counsel simply shuffled the facts and confused the issues. Doing so, she got the conclusion WSBA so obviously wanted: Degginger did nothing wrong.

First Interest Situation: Degginger Gave Most of Our 12% Interest Award to Windermere. Throughout the trial court proceedings, Windermere made it clear it intended to appeal. Apparently as a consequence, on November 14, 2008, the trial judge ruled that Windermere must pay us 12% interest on the monies awarded to us, to accrue until Windermere paid the judgment. The judge used the statutory rate for judgments based on contract disputes, which Windermere had argued was the basis of our case.

That's what Windermere argued, and that's how the trial judge made the award as recorded in the judgment. We explained all this, and provided documentation in our Complaint, at:
http://www.everyones-business.org/BarReport/hijack-1-1.html#26
See "Thwarting Judge's Fee and Costs Awards: Thwarting Judge's Fee and Costs Awards. What the Trial Judge Ordered."

Then, without consulting us, on February 27, 2009, Degginger's subordinate simply gave most of the 12% award back to Windermere, and specified a 3.49% interest rate. We got nothing in return for this giveaway. That is, Degginger and his colleagues helped Windermere recover from its losses in court.

We lost approximately $260,000 and Windermere gained $260,000. All this was explained to WSBA, with documentation.
http://www.everyones-business.org/BarReport/hijack-1-1.html#26
* "Windermere Gets $260,000 Gift. We Get $260,000 Loss. (From 12% to 3.49% Interest -- In Our Disfavor)"
* "Resultant Judgment a Surprise to Us"

Lane Powell covered up its gift to Windermere with conflicting stories. The low interest rate encouraged Windermere to delay payment of the judgment by making extended appeals, i.e., appeal to the Court of Appeals, request for consideration to the Court of Appeals, petition to the Supreme Court, a request for consideration to the Supreme Court, request for consideration of award of attorney fees by the Supreme Court. All this was explained to WSBA:
http://www.everyones-business.org/BarReport/hijack-1-1.html#26
* "Conflicting Stories"
* "We Object to Being Gouged"
* "Low Interest Rate Encourages Windermere's Abuse of Process" and
* "Conflict of Interest, Comment 3 of RPC 1.8 Lays It Out."

But WSBA Disciplinary Counsel Debra Slater defended Degginger for helping Windermere:

> "In this case, Mr. Degginger explained to you that the interest rate was based upon the predominant basis for the damage award, which in this case was tort." (Degginger Dismissal, Pg. 9.)

WSBA's pronouncement on this point is particularly remarkable given the data presented in our Complaint: We included the Washington State Department of Treasurer web page showing that the tort rate for our verdict date should have been 3.935% on the day of the judgment in 2009, and then should have been upgraded to 5.25% retroactively on June 10, 2010.

http://www.everyones-business.org/BarReport/hijack-1-1.html#26
http://www.tre.wa.gov/resources/historicalJudgementRatesArchive.shtml

Thus, when Degginger was berating us in August 2010, telling us the rate was properly 3.49%, he was three times wrong.

1. The judge had based the judgment on contract, rather than tort;
2. The tort rate for that date was 3.935%, not 3.49%; and
3. All the judgment interest rates had been upgraded to 5.25% retroactively in June, 2010 and Degginger should have been aware of the fact.

WSBA should also have been aware of the fact -- the Disciplinary Council had all the materials in hand to know the truth. WSBA is justifying Degginger's misappropriation of more than a quarter million dollars into the pockets of his clients' opponent.

Ironically, WSBA sides with the judge in the *Lane Powell v. DeCoursey* case, but against the judge in the *DeCourseys v. Windermere* case. Both times, WSBA sides against us and in favor of Lane Powell -- another message from WSBA.

WSBA's Disciplinary Counsel, being an attorney, knew that Degginger and his crew, acting as our attorneys, were our fiduciaries, and were obliged to safeguard our interests and not the interests of our opponents. Had Windermere wanted to challenge the 12% award, it should have done so in the Court of Appeals, where everyone knew Windermere was taking the case anyway. Degginger & company should not have been their behind-stage helpers. Significantly, WSBA does not address Degginger's 12% interest give-away and our loss of $260,000.

Degginger and McBride made it crystal clear that they had no intention of raising the 3.49% interest to the statutory level of 5.25%. We explained that in our Complaint:
http://www.everyones-business.org/BarReport/hijack-1-1.html#27
* "Interest Gouging Is Good for the Gander: In 2011, Still No Intention to Correct Interest Rate."

Of course Degginger and McBride could have made a correction to the February 27, 2009 give-away, but apparently just didn't want to.

After we terminated them, our replacement counsel made the correction to 5.25%. See at:
http://www.everyones-business.org/BarReport/hijack-1-1.html#27
* "Interest Gouging Is Good for the Gander: Replacement Counsel Worked for Our Benefit"

That is, by the actions of our new lawyers, we were able to recover about $60,000 of the interest that Degginger's team had given away.

Again, WSBA's Disciplinary Counsel Slater knew that Degginger and his crew, acting as our attorneys, were our fiduciaries. As such, they were not permitted to serve our opponent's interests and sacrifice ours.

The Final Shuffling of Facts. WSBA states:

> "The Amended Final Judgment entered in the Windermere case stated that 'The parties have agreed to interest from 10/31/2008 until paid at 5.25% per annum.' The amended Final Judgment was not presented by LP, but by your new lawyer, Michelle Earl-Hubbard." (Degginger Dismissal, Pg. 9.)

WSBA Disciplinary Counsel seems to imply that Earl-Hubbard was responsible for the 5.25% interests rate, rather than the 12% rate awarded to us by the trial judge. But the Lane Powell lawyers, *as our legal representatives*, had allowed the 12% judgment to be degraded to the lesser tort basis. That was water under the bridge: there was no foundation upon which we could challenge that damage in the remand action Earl-Hubbard was handling.

A complaint about Lane Powell's interest award giveaway would be the subject of a malpractice claim, perhaps, but out of reach on a remand.

But surely WSBA Disciplinary Counsel did not miss the point? Earl-Hubbard recovered $60,000 for us -- $60,000 Degginger and company had given away and had no intention of recovering.

On the one hand, WSBA agrees with Degginger that the interest rate should have been 3.49% when the case was under Degginger's control. But on the other hand, WSBA slyly blames Earl-Hubbard for getting only 5.25% instead of 12% when it was under Earl-Hubbard's control. What is going on here?

WSBA Disciplinary Counsel plays the jester when she states:

> "LP vigorously represented you in the Windermere law suit." (Degginger Dismissal, Pg. 8, mid page.)
>
> "Our review of the evidence indicates that LP vigorously represented your interests." (Degginger Dismissal, Pg. 8, bottom of page.)

No, Lane Powell did NOT always vigorously defend our interests. And WSBA Disciplinary Counsel must know that.

By excusing Lane Powell's interest rate rip-off, Disciplinary Counsel is passing judgment on the merits of Lane Powell's case against us, and thereby casting a favorable light on whatever Sulkin and Eaton did to have the court agree that Lane Powell's suit was meritorious.

Lawyer Ethics: WSBA Plays It Both Ways

RPC Preamble and Scope, #18 states:

> "Violation of a Rule should not itself give rise to a cause of action against a lawyer nor should it create any presumption in such a case that a legal duty has been breached."

In other words, a client can't take a lawyer's breach of the RPC into court and hope to get any redress. The lawyer is expected to obey these Rules, but only the WSBA is permitted to enforce them.

Now we have this case that involves outrageous violations of the RPC by a group of lawyers. We get clobbered in court because the lawyers have no respect for the truth, professional conduct, ethics, or anything else. They are willing to trample all standards to get the ruling they want and -- under a compromised judge -- they win.

So we take the issue to the WSBA Disciplinary Counsel for lawyer discipline. And what is her answer?

> "Because your counterclaims and affirmative defenses were stricken in the LP [Lane Powell] v. DeCoursey lawsuit, these issues were not resolved by the court. It does not appear that there has been a judicial finding of impropriety by Mr. Degginger on this issue. Therefore, we believe we would be unable to establish by a clear preponderance of the evidence that Mr. Degginger's conduct in this regard violated the Rules of Professional Conduct." (Degginger Dismissal, Pg. 9.)

In short, the WSBA would do something only if the court would do something, and since the court did nothing, WSBA will do nothing.

WSBA Echo Chamber. WSBA Disciplinary Counsel states:

> "You did not comply .... Lane Powell filed another motion ... In its order ... The order granted ... Your counterclaims and defenses were stricken ..." (Dismissals of Degginger/McBride/Sulkin/Eaton, Pg. 6.)

What is going on here? Is WSBA a mere echo chamber for the Superior Court? If a lawyer manages, by whatever means, to obtain a corrupted judgement from a compromised court, is WSBA indifferent to the means by which the judgment was obtained? Apparently. But then, what function does the WSBA serve?

Bottom line: The WSBA will not enforce the RPC. And that, ladies and gentlemen, is the horror of the American courthouse. The lawyers have no ethics (beyond the rare individual eccentric who marches to a different drummer). Despite the Bar's perpetual boast that lawyers are a self-disciplining profession, the Bar protects unethical and lawless conduct among its members.

WSBA Ignores Lawyers' Violation of Court Order

As shown in "Legal Ethics: WSBA Plays It Both Ways," WSBA wants to play it both ways: It wants to (a) avoid sanctioning powerful and favored lawyers who violate the Rules of Professional Conduct and (b) lay all responsibility for lawyer ethics at the feet of the Court. The WSBA's excuse bears repeating: the WSBA would do something only if the court would do something, and since the court did nothing, WSBA will do nothing.

Degginger, Sulkin, and Eaton have never addressed the specifics of our charges in "The Truth, the Lie, and the Judge" (Part II Chapter 2 of our Complaint).
http://www.everyones-business.org/BarReport/liesmatrix.html
The have not denied using deception in court. They said simply that our complaints were without "merit."

On April 10, 2012, the Superior Court in Seattle issued an ADA Accommodation Order on behalf of Carol and Mark DeCoursey stating in part:

> "There will be no threats, exploitation, deception or intimidation of any witness or party by anyone."
> http://everyones-business.org/BarReport/Review/20120410-Robinson.pdf

Yet, as pointed out above, the four lawyers have never denied using deception in court as described in "The Truth, the Lie, and the Judge." Having failed to deny, the lawyers have effectively confessed, and the acts of deception we described were violations of the April 10, 2012 court order.

WSBA cannot have it both ways. It cannot both leave the administration of lawyer ethics to the courts, and turn a blind eye to lawyers' violations of a court order. By failing to admonish its lawyers for violating the court order, WSBA acquiesces to the offense.

Note that Judge Robinson's April 10, 2012 court order did not specify that proof be furnished that the deceiver "knowingly" deceived. Her order was well beyond such sophistry.

WSBA Adjudicates Contract Terms

WSBA has put its hand on the contract issue, sided with Degginger, McBride, Sulkin and Eaton, and ruled on what we owed Lane Powell, according to "contract."

> "You entered into a revised fee agreement with LP. You agreed that LP would be paid first out of any settlement and judgment, and LP agreed to forebear collection for a 'reasonable time.'"
> (Degginger, McBride, Sulkin, Eaton Dismissals, Pg. 3.)

We understand that WSBA does not normally get involved in adjudicating contract issues between lawyers and former clients. However, in this case WSBA has pontificated on the subject. And WSBA has seen fit to view the issue through Lane Powell's redacted history, ignoring Lane Powell's December 5, 2008 letter which explains the parties' understanding of the open-ended term, "reasonable time." This information appears in our Complaint at:
http://www.everyones-business.org/BarReport/hijack-1-1.html#23
* "Amended Fee Agreement: December 30, 2008 (RPC 1.8(h)(1))"

According to the December 5, 2008 letter explaining the terms of the contact, Lane Powell was required to forbear on any collection effort until payment of the judgement. Any fair court would look to the recorded understandings of the parties, and would interpret the contract to the advantage of the non-drafting party. Lane Powell acknowledged in that letter that we were of modest means, i.e., that we could not pay the attorney fee until the judgment was paid.

Therefore, the forbearance for a "reasonable time" could not mean anything else BUT the collection on the judgment. Lane Powell violated that contract by suing us for collection of fees a month before the Windermere judgment was paid. Lane Powell cannot breach the contract and insist on the enforcement of the contract terms. WSBA surely knows this principle of law.

By endorsing the legitimacy of Lane Powell's claims concerning the contract, Disciplinary Counsel is passing judgment on the merits of Lane Powell's case against us, and thereby casting a favorable light on whatever Sulkin and Eaton did to have the court agree that Lane Powell's suit was meritorious.

WSBA Winks at Negation of RPC 1.8

WSBA Disciplinary Counsel Debra Slater also ignored the RPC and established law: Any lawyer who attempts to prospectively limit the client's ability to sue for malpractice voids his fee agreement.

We point that out to WSBA in our Complaint:
http://www.everyones-business.org/BarReport/hijack-1-1.html#23
* "Amended Fee Agreement, December 30, 2008 (RPC 1.8(h)(1))"

> Rule 1.8(h)(1) of the Rules of Professional Conduct.
> (h) A lawyer shall not:
> (1) make an agreement prospectively limiting the lawyer's liability to a client for malpractice unless permitted by law and the client is independently represented in making the agreement;

Washington Courts have ruled that violation of that Rule voids the contract (case citations listed in Complaint at link above). But in violation of that principle, Lane Powell inserted these words in the contract it drafted for us to sign:

> DeCourseys agree that Lane Powell's fees were honestly derived, and were necessarily incurred in this litigation given our opponent's strategy.

Lane Powell's attorneys argued in court that the words above mean exactly what they are forbidden to mean: they were intended to prospectively limit our ability to claim malpractice:

> The time spent by Lane Powell's timekeepers has been reasonable in light of the tasks involved. The DeCourseys cannot dispute this. Cf HAM Ex. K (in 2008 the DeCourseys agreed that Lane Powell's fees "were honestly derived, and were necessarily incurred in this litigation given our opponents' strategy." (Pg. 18, *Motion for Summary Judgment*, Dkt. 253)

This information is detailed in our Complaint with full cites at:
http://www.everyones-business.org/BarReport/hijack-1-1.html#23
* "Amended Fee Agreement, December 30, 2008 (RPC 1.8(h)(1))"

Since WSBA is the administrator of the RPC, WSBA should be mindful of that Washington Law and how things are done when the courts are fair. In writing this contract, Degginger violated the RPC and voided the whole agreement.

By negating RPC 1.8 and Washington law, Disciplinary Counsel is passing judgment on the merits of Lane Powell's case against us, and thereby casting a favorable light on whatever Sulkin and Eaton did to have the court agree that Lane Powell's suit was meritorious.

Conclusion

We request that WSBA review the April 9, 2015 dismissals.

In the final paragraph of each of the April 9, 2015 dismissals, Disciplinary Counsel Debra Slater states:

> "Dismissal of a grievance constitutes neither approval nor disapproval of the conduct involved ..."

This is double-speak, a statement George Orwell might have penned in "1984." It is humbug.

Wikipedia says of the WSBA:

> The WSBA's mission is to serve the public and the members of the Bar, ensure the integrity of the legal profession, and to champion justice."
> http://en.wikipedia.org/wiki/Washington_State_Bar_Association

In its April 9, 2015 dismissals of our complaint against the four lawyers, WSBA has revealed that it functions more like a cartel that protects certain of its members in their wrongful use of our system of justice.

People go to lawyers thinking the practice of law is regulated by professional standards (Rules of Professional Conduct) as administered by the Bar Association. But in fact the Bar does not enforce the RPC. The Bar Association permits lawyers to engage in unfair or deceptive acts or practices in the conduct of their trade.

The WSBA has positioned and cast itself as guardian of lawyer ethics in Washington. WSBA is effectively, in loco parentis of the lawyers. If WSBA were truly the enforcers of the RPC, we might expect the lawyers in this state would abide by the RPC. But just as a dog owner is held responsible for a dog that bites a neighbor, or parent is liable for a child that commits vandalism, so is the WSBA responsible for unethical lawyers it protects and refuses to discipline. Not only has the WSBA habitually and historically protected unprofessional lawyers, it has justified and protected the lawyers in this instance.

A very old principle of law in the United States holds that injustice through unjust administration is a violation of Constitutional rights:

> Though the law itself be fair on its face and impartial in appearance, yet, if it is applied and administered by public authority with an evil eye and unequal hand ... the denial of equal justice is still within the prohibition of the Constitution.
> (Yick Wo v. Hopkins 118 U.S. 356 (Decided May 10, 1886)
> https://supreme.justia.com/cases/federal/us/118/356/case.html

We have reported that our Constitutional right to due process of law (as guaranteed by the 5th and 14th Amendments) was denied us. The WSBA, in failing to sanction the wrongful acts of its members, is complicit in the denial of those rights.

_____ _____

Mark H. DeCoursey Date Carol DeCoursey Date

APPENDIX A

The essential history behind Judge Spearman's May 4, 2007 Order is this:

In March 2006, the prime contractor who ruined our house during renovations -- and the two of us, Mark and Carol DeCoursey -- were sued in the District Court in Issaquah (Case No. 63-9587) by a subcontractor who claimed he had not been paid.

On May 16, 2006, we met with the prime contractor's lawyer. We met at the lawyer's invitation, in the law offices of his law firm, in Seattle.

As there was no reasonable expectation of privacy at the meeting, and consistent with our rights under Washington law, we voice-recorded the entire meeting and later hired a certified court reporter make a transcript.

Among other things, the prime contractor's lawyer suggested that in collaboration with the prime contractor, we should dismiss our claims against prime contracting company's owner, Mr. X; in return, the prime contractor (Mr. X's company) would make statements to the court favorable to us. By working together in such a fashion, we could defeat the subcontractor's lawsuit. The lawyer explained if we did not go along with the scheme, the prime contractor would itself sue us for $60,000.

On June 29, 2006, we filed a *Motion* and *Declaration in Support of Motion to Remove Case to Superior Court Pursuant to CRLJ 14A(b) and Concerning Perjury, Extortion, and Attempt to Fabricate Evidence* in the Issaquah courthouse. The Declaration was 21 (twenty-one) pages long and accompanied by Exhibits A thru H. The Declaration described events leading up to the May 16 meeting, the May 16 meeting, and events that transpired after the meeting.

On July 1, 2006, mindful of the Rules of Professional Conduct, we wrote to the managing partners of the lawyer's firm, complaining about the unethical proposal the lawyer had made to us. [2]

Subsequent to the June 29, 2006 *Motion* and *Declaration*, the lawsuit (with all associated pleadings and court submissions) was removed to the Superior Court and assigned to Judge Michael Spearman. (Case No. 06-2-24906-2-SEA). Judge Spearman, therefore, received a copy of the June 29, 2006 *Declaration* and had been informed of the nefarious plan the lawyer for the prime contractor had proposed.

On April 19, 2007, while Judge Spearman was presiding over the case, we filed a Motion before his court; among other things (a) we referred him to the June 29, 2006 Declaration already on his desk, and (b) we told him anew of the scheme that had been offered to us by the lawyer for the prime contractor.

To the best of our knowledge, and no time during the rest of the proceedings, did Judge Spearman offer one word of censure to the prime contractor's lawyer.

On May 1, 2007, the lawyer for the prime contractor filed a Declaration in Judge Spearman's Court in which he made false statements concerning May 16, 2006 meeting with us. He also claimed that we had "defamed" him on our website when we described the May 16 meeting. The lawyer and accused us of "contempt for and lack of faith in the rule of law and the judicial system."

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[2] During a 2008 deposition during the legal battle in the Superior Court, the prime's lawyer admitted that his firm fired him as a result of our July 1, 2006 report to his seniors. We are gratified that *at least* the lawyer's firm reprimanded the lawyer for his unethical conduct, even if Judge Spearman treated the outrageous conduct as "all in a day's work" in his courtroom.

However, in violation of Court Rules, the lawyer did not serve us with his May 1 court filing. We learned about the filing from the court website, but before we got a chance to respond, Judge Spearman filed his May 4, 2007 Order.

In that Order, Judge Spearman characterized our truthful reports as "name-calling" and our conduct as "harassing, annoying vexatious ..."

We find fault with the May 4 Order. We believe that Judge Spearman should have been more concerned with (a) the lawyer's invitation to have us fabricate Mr. X's testimony to the court, (b) the lawyer's own false statements to the court, and (c) the lawyer's use of the judicial process to effect extortion.

Recall that Judge Spearman had all the information on his desk. We think he should have been censuring the lawyer, rather than censuring us for truthful speech.

*T*he statements we made in our July 29, 2006 pleading can be verified by the objective evidence: the voice recording of the May 16, 2016 meeting. Upon request, we will make a copy available to the WSBA.

Please find attached a paper copy of:

Declaration of DeCourseys, dated July 29, 2006
Motion of DeCourseys, dated April 19, 2007
Declaration of lawyer for prime contractor, dated May 1, 2007
Order of Judge Spearman, dated May 4, 2007

Additional Judge Spearman Information. Attorney Robert Grundstein, is a member of the Vermont Bar and author of "Vendetta. "Cleveland Ohio to Washington State. America's Archipelago of Legal Failure."
http://www.amazon.com/Vendetta-Cleveland-Americas-Archipelago-Failure/dp/149598737X

In Chapter 15 of that book, "In Seattle You can Steal from Unconscious Widows," Grundstein tells of his legal battle to protect his mother's estate in the Seattle courts when the case was assigned to Judge Spearman:

> "J. Spearman brought judicial defect to new and unobserved territory. He wrote an order in which he said he would not consider my argument. He said he would not read my most fundamental presentation. Judges HAVE to read arguments, even if they are bad ones. He didn't even feel the need to be discreet.
>
> "He also awarded attorney fees for the appeal; even though I won the Motion on the Merits. So, the party who helped steal from my mother and who remained in contempt of a court order to partition real estate was now able to fine me at two levels of state court. J. Spearman upheld a lower court judgment for slightly over $11,000.00 in attorney fees and added an additional $3,500.00 for the appeal.
>
> "Had I accidentally filed in N. Korea? Was my case mistakenly placed on the docket of some Post-Stalinist kleptocrarcy run by a secret society organized during law school at "The People's Democratic School of Law and Correct Collectivist Acting"? Or maybe I just was opposing the attorney who had deep mob connections or naked pictures of every judge *en flagrante* with other species."

All of which leads us to wonder if Michael Spearman is temperamentally suited to be a judge? Mr. Grundstein's Declaration concerning his harassment by the WSBA can be read here:
http://www.angelfire.com/biz7/mschei/Grundsteindeclaration2.pdf