

November 7, 2010

Grant Degginger
Lane Powell
1420 Fifth Avenue, Suite 4100
Seattle, Washington 98101-2338

Dear Grant,

We thank you for your frank letter of August 30, 2010, wherein you wrote that you found some of the statements in our August 5 letter "disappointing." We in turn are disappointed that you were disappointed, and frankly don't know which statements may have disappointed you.

In fact, as you must know, we are very pleased with the way Lane Powell ("LP") handled discovery, trial, and appeal in our case. And you've told us you've been pleased with the contributions we have made to those efforts. It's been a successful marriage.

But marriages are successful when the partners are willing to confront difficulties in a steadfast manner. Problems must be addressed forthrightly, without anyone taking offense.

Please realize that at this time, LP has billed us a total of \$639,408.24 for a service for which we were prepared to pay \$100,000. Six hundred thousand (plus) dollars is a healthy sum – more than five times the figure expected, and more than twice the original purchase price of our home. The situation is enough to attract anyone's attention, so please, don't be offended that it has attracted ours.

☺

Not surprisingly, we have been studying the matter, and continue to do so. And we have discovered some issues that we mutually need to address. We'd like to set forth those issues.

Like good partners in a marriage, we have put time and effort into organizing this material for you. We present it in written form for the convenience and accessibility of all, as a service to you. Because of its nature, we expect that your reading and considering this material will be charged to overhead.

Let us first look at some issues concerning the attorney fee award.

Issue 1: Missing line items in Motion for Attorney Fees. On January 9, 2009, LP filed the post-judgment *Plaintiff's Motion in Support of an Award of Attorney Fees and Costs* for the action against Windermere (CP 1054); and attorney fee accounting (CP 1240-1279). On February 6, 2009, the Superior Court awarded our legal expenses (CP 1456) based partially on the accounting attached to that motion.

Upon review of the LP invoices, we notice that the motion did not include LP's expenditures on the Windermere case after November 11, 2008 (see last page of accounting at CP 1279 included here as **Exhibit 1**).

We refer you to LP's invoices for charges from November 11, 2008 through the hearing date on February 6, 2009 (see **Exhibit 2**). We found that LP's fees attributable to Windermere during that time total \$21,062.50. Had that sum been included in the cost bill for Windermere, it would most certainly have been awarded by the court. For your convenience, we have constructed a spreadsheet with the line item

charges from that period (not including the “costs advanced;” see below) with proportionate billing for Windermere as may be determined from the item descriptions. See **Exhibit 3**.

The December, January, February, and March LP invoices also include *costs* that we have not yet reckoned; thus, our losses on this issue may be higher. It now appears that the opportunity to recover those costs and fees has passed. The sense of loss is sharpened when we consider that the court would have included that sum in the 1.3 multiplier, bringing it to \$27,381.25 (or more, when costs are included).

BACKGROUND: We were given a draft of the fees motion in December. After that first draft, LP continued to work on the case, answering Windermere's JNOV, attending the hearing, and so forth. We were given another draft of the fees motion in January. But we noticed that the January draft was not updated for costs or fees. We sent an email inquiring about part of this anomaly as we saw it, but received no answer (see **Exhibit 4**, last paragraph). We were not given LP's attachments to the fees motion with detailed accounting records, and did not see them until they were produced in the Clerk's Papers some months later.

In addition to the loss of that award, LP is charging 9% interest for those fees, which over the past 18 months has amounted to \$3,159.38, bringing the loss to \$30,540.63.

In the life of an ordinary citizen, \$30,540.63 is a significant chunk of money.

Issue 2: Missing legal expenses in Motion for Attorney Fees. In our final judgment, the court ruled that because Windermere argued in trial that Stickney is a third party beneficiary of the Real Estate Purchase and Sales Agreement (REPSA), Windermere is subject to the REPSA attorney fee clause (REPSA at CP 1438, Judgment at CP 1456). In *Bloor v. Fritz*,¹ the Superior Court observed that that language granting “expenses to the prevailing party” was broader than the statutory fees and costs defined in the RCW.² Given our financial circumstances and Windermere's legal strategy (as was successfully argued in our fees brief), we believe the costs bill should have included LP's interest charges as part of the “expenses” of the case (see argument in Issue 6, below). That omission caused us a miscalculation of about \$7,407.90 in fees and costs, which, with the 1.3 multiplier, caused a loss of about \$9,630.27 in the award (see LP's *Ledger History* at **Exhibit 5** and spreadsheet analysis at **Exhibit 6**).

Issue 3: CPA Award not requested. The jury in our case found that Windermere violated the CPA (see CP 1331). RCW 19.86 provides for triple damages in addition to actual damages up to \$10,000 (see **Exhibit 7**), but LP did not move the Court for that award in the final judgment. Now, it appears, the opportunity to file for that \$10,000 is lost forever.

Issue 4: Post-judgment collection costs and fees. In February and March of 2009, prior to Windermere filing a *supercedas* bond, LP expended some \$7,138 in February and \$4,046 in March (totaling \$11,184) in collection efforts against Stickney and Windermere (see LP invoices for those months in **Exhibit 2** and analysis in spreadsheet **Exhibit 3**).

In the ordinary course of events, we expect the expense of judgment collection is recoverable from the judgment debtor. If so, we may be able to return to Superior Court to recover on this issue. Even though

1 143 Wash. App. 718, 180 P.3d 805, 2008. Wash. App. LEXIS (2008)

2 ¶ 65 Here, the real estate purchase and sale agreement provided, 'If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorney's fees and expenses.' ... The trial court found that the term 'expenses' was broader than the term 'costs' and that it expressed the parties' intent to allow the prevailing party to recover all of the expenses arising from the breach of the contract or attempts to enforce the contract. The trial court ordered the Fritzes to pay the Bloors \$18,975.55 in expenses. This amount included the Bloors' expert witness fees, court reporter fees, travel expenses, mediation expenses, and other expenses. ... This finding supports the trial court's award of additional expenses under the contract.”

the case went to Appeal, LP did the work and DeCourseys undertook the expense. We might argue that Windermere was finally persuaded to post the bond *because* of our collection efforts, and that the efforts therefore were directly causative to payment.

We hope LP has that action on the agenda for the case.

Issue 5: Oral argument preparation. In February 2010, Ryan McBride notified us that his time spent preparing for oral argument on appeal would not be recoverable even if we win on appeal (see **Exhibit 8**). From the invoices, it seems oral argument and preparation may have cost about \$27,518.80 (see **Exhibits 5 and 6**). Ryan did not cite a source for that rule, but it seems inequitable and contrary to the spirit of the Consumer Protection Act, the Attorney Fees clause of the RPSA, and simple equity. If those fees are reasonably incurred in the course of prosecuting the case, they should be recoverable from Windermere under the RSPA if nothing else. Are we understanding Ryan correctly?

According to *Sign-O-Lite Signs, Inc. V. DeLaurenti Florists, Inc.*,³ the CPA award of attorney fees is “aimed at helping the victim file the suit and ultimately serves to protect the public from further violations.” Under the rule to which Ryan alludes, the CPA defendant need only take a case to the Court of Appeals to beggar the plaintiff and vitiate the spirit of the CPA.

In the history of our case, Ryan went through double preparation. Recall that just days before the hearing, the Appeals Court postponed the hearing six weeks. Thus Ryan had to prepare twice, driving the fees up.

Please address this point.

Issue 6: Backdating the first day of interest on judgment. RCW 4.56.110 contains a wrinkle we should keep our eyes on. When the case first comes to court and is decided, the award accrues interest from the date the judgment is entered. However, if the judgment is affirmed on review, interest accrues from the date the verdict was rendered:

(4) Except as provided under subsections (1), (2), and (3) of this section, judgments shall bear interest from the date of entry at the maximum rate permitted under RCW 19.52.020 **on the date of entry thereof**. In any case where a court is directed on review to enter judgment on a verdict or in any case where a judgment entered on a verdict is wholly or **partly affirmed on review, interest on the judgment or on that portion of the judgment affirmed shall date back to and shall accrue from the date the verdict was rendered.** [Emphasis added]

Windermere may assert that the judgment was entered on November 14, 2008 or February 6, 2009. But by this law, interest accrues from the day of the verdict, October 30, 2008; this difference in timing could make difference of anywhere from \$1,400 to \$9,651 in the final award.

Issue 7: Lane Powell interest on outstanding balance. As noted in previous correspondence, the retainer agreement we signed with LP in 2007 specifies 9% annual interest on any unpaid balance. When we signed the agreement, our case was well-developed and LP estimated the cost of taking the case through to trial would be \$100,000. We had resources to support a \$100,000 suit at the time and had no reason to expect an “unpaid balance” would accumulate.

Our payment history shows that we are not deadbeat clients. For the first \$108,245 in billing, we made regular and significant payments (see **Exhibit 5**). (Recall LP estimated our case would cost \$100,000 through to end of trial.) As soon as we were able, we paid another \$200,000 from a settlement with one of the parties.

3 64. Wn. App. 553, 825 p.2d 714 (1992)

Please consider that at the time of the signing the Retainer Agreement, the economy was booming, banks were prospering, and interest rates generally were high. Since that time, many things have changed. LP has billed not just \$100,000 on costs and fees for this case, but closer to \$599,269.12 (not including interest) as of the October invoice (see analysis **Exhibit 6**). The national economy has tanked, and no one expects an investment to pay 9%, nor are banks charging 9% on mortgages and loans.

The interest rate that seemed reasonable to protect LP against deadbeat clients has become truly burdensome to us as middle-class homeowners. If LP had charged no interest, we would now owe LP \$291,017.12 rather than \$331,156.24, a difference of \$40,139.12 (see **Exhibit 7**). In the next year, if no further costs or expenses are incurred, that 9% clause will add another \$29,804.06 to the bill. And by October 2012, the interest will add another \$32,486.43, incrementing the bill by a total of \$102,429.61.

That \$102,429.61 is entirely interest. In the meantime, Windermere's 3.49% post-judgment interest on that portion of the award will yield a mere \$30,469.49; thus, we would be clobbered with the \$71,960.12 difference.

As people of limited means, we presented this case to LP as a Consumer Protection case. We refer again to the court's reasoning cited in Issue 5 about "helping the victim file the suit." Charging an interest rate of 9% on attorney fees and costs in a case like ours would not be "helping the victim file the suit . . ." A 9% interest rate would be discouraging to the victim, and would be contrary to the purpose of the CPA.

The legislature and the courts determined that the interest rate in RCW 4.56.110 (i.e., 3.49 %) is reasonable for debts in the State of Washington. The same courts would surely not find that an interest rate of 9% is reasonable.

Put another way: If an interest rate of 3.49% is good enough for DeCourseys to accept from Windermere (who harmed DeCourseys), it should be good enough for LP to accept from DeCourseys (who brought a solid and lucrative civil case to LP).

Given that we were awarded attorney fees and costs, we feel certain that the LP would not have *intended* us to be in such a disadvantageous position. As quoted above, the Consumer Protection Act award of attorney fees is "aimed at helping the victim file the suit and ultimately serves to protect the public from further violations." From the first, we represented this case to you as a CPA case; we never misrepresented our financial position.

Still, we might be able to recover this sum from Windermere. After the appeal process is finished, let us return to Superior Court to request an order for Windermere to pay the extra expenses incurred by this case. In argument, we should inform the court that

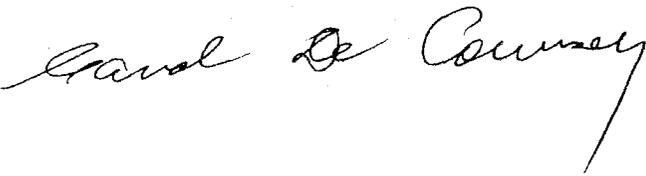
- our financial circumstances have always been an integral part of the case,
- our payment situation with LP is an integral part of that picture,
- the interest on the outstanding balance is most certainly an "expense" of the case and should be added to the award under the terms of the contract and the interpretation of those terms by the court in *Bloor*.

Issue 8: Our ongoing financial burden. We are concerned about our future and our options in meeting that future, to wit: We wonder whether the litigation might be mooted (in a retrial, for example) if we declared bankruptcy, if we sold the house, or if the house were foreclosed. Since we are effectively partners in this venture, we feel obligated to inform you.

But leaving Issue 8 aside, and adding the other issues together, we find we have more than \$170,000 to discuss between us.

If you should desire to talk to us personally about these issues, we'd would of course be happy to make ourselves available to you.

Sincerely,

Carol & Mark DeCoursey
8209 172nd Ave NE
Redmond, WA 98052
Home: 425.885.3130

cc: Andrew J. Gabel
Stanton Beck
Ryan McBride
Chuck Riley
Lewis Horowitz

Attached:

- Exhibit 1. January 9, 2009: Last page of Attorney fee accounting for costs motion
- Exhibit 2. Lane Powell invoices – charges from 1/11/08 through 2/6/09
- Exhibit 3. Analysis of charges that should be taxed to Windermere
- Exhibit 4. January 11, 2009 Email to Brent Nourse
- Exhibit 5. October 13, 2010: Lane Powell Ledger History
- Exhibit 6. Running balance analysis of charges, interest, and payments
- Exhibit 7. Tollefsen Law: *Washington Consumer Protection Act*
- Exhibit 8. February 11, 2010: Email from Ryan McBride

Exhibit 1

| Date | Initials | Name/Invoice Number | Hours | Amount | Description | Matr. Number | Index |
|------------|----------|------------------------|----------|------------|--|---------------|---------|
| | | | | | B. Nourse in DeCoursey trial (1.5) | | |
| 10/28/2008 | 2818 | Cheryl Jacobs | 10.00 | 1,500.00 | Trial preparation and trial | 123057.000001 | 7107743 |
| 10/27/2008 | 2728 | Andrew Gabel | 6.80 | 1,530.00 | Draft two bench briefs re: 1) economic loss and 2) Windermere broker's testimony; attend trial | 123057.000001 | 7114908 |
| 10/28/2008 | 2728 | Andrew Gabel | 7.00 | 1,575.00 | Prepare for trial; attend trial | 123057.000001 | 7114910 |
| 10/28/2008 | 2818 | Cheryl Jacobs | 9.00 | 1,350.00 | Trial preparation and trial | 123057.000001 | 7107744 |
| 10/28/2008 | 2777 | Abraham Lorber | 0.20 | 45.00 | Find punctilio jury instruction case for B. Nourse | 123057.000001 | 7105858 |
| 10/28/2008 | 2764 | Brent Nourse | 16.00 | 4,800.00 | Trial | 123057.000001 | 7111900 |
| 10/29/2008 | 2764 | Brent Nourse | 10.00 | 3,000.00 | Trial | 123057.000001 | 7111904 |
| 10/29/2008 | 2777 | Abraham Lorber | 1.50 | 337.50 | Prepare for and assist B. Nourse in DeCoursey trial (1); draft and revise bench brief on economic waste (.5) | 123057.000001 | 7106703 |
| 10/29/2008 | 2818 | Cheryl Jacobs | 6.10 | 915.00 | Trial preparation and trial | 123057.000001 | 7107745 |
| 10/29/2008 | 2728 | Andrew Gabel | 5.00 | 1,125.00 | Prepare final version of jury instruction; attend trial | 123057.000001 | 7114911 |
| 10/30/2008 | 2728 | Andrew Gabel | 3.00 | 675.00 | Research post trial motions; correspond with DeCourseys and [REDACTED] counsel re: settlement; | 123057.000001 | 7114913 |
| 10/30/2008 | 1636 | Grant S. Degginger | 0.30 | 120.00 | Attention to questions regarding verdict | 123057.000001 | 7116756 |
| 10/30/2008 | 2777 | Abraham Lorber | 1.90 | 427.50 | Search Washington and Federal case law for availability of offsets of contract damages in tort cases | 123057.000001 | 7107707 |
| 10/30/2008 | 1636 | Grant S. Degginger | 1.20 | 480.00 | Attend court regarding jury verdict and jury polling; follow up on issues related to the verdict | 123057.000001 | 7116768 |
| 10/31/2008 | 2728 | Andrew Gabel | 2.30 | 517.50 | Attend court hearing re: verdict; handle questions re: jury verdict and website | 123057.000001 | 7114919 |
| 10/31/2008 | 2777 | Abraham Lorber | 1.90 | 427.50 | Prepare for and assist A. Gabel in DeCoursey trial (jury verdict) | 123057.000001 | 7112105 |
| 11/04/2008 | 2777 | Abraham Lorber | 0.30 | 67.50 | Strategize and prepare for motion for judgment notwithstanding the verdict on CPA claims | 123057.000001 | 7123818 |
| 11/07/2008 | 2777 | Abraham Lorber | 0.90 | 202.50 | Status conference to discuss possible post-judgment motions for obtaining attorney fees and preventing set off | 123057.000001 | 7125219 |
| 11/10/2008 | 2777 | Abraham Lorber | 0.50 | 112.50 | Develop and research strategy for preventing set off and obtaining full attorney fees | 123057.000001 | 7125504 |
| 11/11/2008 | 2777 | Abraham Lorber | 5.20 | 1,170.00 | Research and draft bench brief on setoff to be submitted at judgment hearing | 123057.000001 | 7125900 |
| | | UNBILLED TOTALS: WORK: | 549.90 | 126,771.00 | 108 records | | |
| | | UNBILLED TOTALS: BILL: | 549.90 | 126,771.00 | | | |
| | | BILLED TOTALS: WORK: | 1,346.60 | 327,562.50 | 596 records | | |
| | | BILLED TOTALS: BILL: | 1,346.60 | 325,062.50 | | | |
| | | GRAND TOTALS: WORK: | 1,896.50 | 454,333.50 | 704 records | | |
| | | GRAND TOTALS: BILL: | 1,896.50 | 451,833.50 | | | |

Exhibit 2

Wire Transfer Information:

Wells Fargo Bank
ABA No. 121000248
Account No. 4159599521
Swift Code WFBUS6S
Visa and Mastercard
Accepted:
Please call (206) 223-6288

Remit Payments To:

1420 Fifth Ave
Ste 4100
Seattle, WA
98101-2338
Attn: Cash Receipts
Fax: (206) 223-7107

Identification No. 20-2071651

Mark and Carol DeCoursey
8209 172nd Ave NE
Redmond WA 98052

December 5, 2008
Invoice No. 3437479

FOR PROFESSIONAL SERVICES RENDERED THROUGH 11/30/08

Matter: 123057.000001

DeCoursey v. V&E Medical Imaging

| | | | |
|------------|-----------|--|------|
| 10/01/2008 | A. Gabel | Draft letter to M. Davis re settlement and trial; conference with Davis re trial | 1.10 |
| 10/01/2008 | B. Nourse | Telephone conferences with clients regarding settlement offers to Windermere and settlement negotiations with [REDACTED]; prepare for trial; telephone conference with A. [REDACTED] | 3.00 |
| 10/02/2008 | A. Gabel | Conference with court bailiff re October 20th trial | 0.40 |
| 10/02/2008 | B. Nourse | Draft letter to M. Davis and consult with clients regarding same; prepare for trial; review e-mails from clients; telephone conference with A. [REDACTED] telephone conferences with M. Showalter and clients regarding inspection of home | 4.00 |
| 10/03/2008 | A. Gabel | Conference with DeCourseys re [REDACTED] settlement and Windermere settlement; analyze potential offers; review D. Stewart deposition in preparation of trial | 2.10 |
| 10/03/2008 | B. Nourse | E-mails and telephone calls with client regarding inspections by M. Showalter and CDK; review e- mail from D. Johnston regarding structural matters; prepare for trial; telephone call with A. [REDACTED] telephone call with B. Kaufman; e-mail and telephone call with M. Davis regarding settlement and trial preparation | 5.00 |
| 10/03/2008 | C. Jacobs | Begin trial preparation | 2.70 |
| 10/04/2008 | C. Jacobs | Continue drafting plaintiffs' witness and exhibit list | 0.90 |

Mark and Carol DeCoursey

December 5, 2008

(jury verdict)

| | | | |
|------------|-----------|---|------|
| 11/03/2008 | A. Gabel | Conference with Mark and Carol DeCoursey re web site and settlement issues; conference with ██████████ re web site and settlement issues; conference with B. Nourse re possible arguments re offset | 1.90 |
| 11/04/2008 | A. Gabel | Conference with Nourse re JNOV options | 0.70 |
| 11/04/2008 | A. Lorber | Strategize and prepare for motion for judgment notwithstanding the verdict on CPA claims | 0.30 |
| 11/05/2008 | A. Gabel | Research re fore person's contact information; conference with Nourse re JNOV issues; conference with C.DeCoursey | 0.40 |
| 11/05/2008 | B. Nourse | Review trial notes and consider post trial motions | 0.80 |
| 11/06/2008 | B. Nourse | Telephone calls with clients and review jury award; consult with A. Gabel and A. Lorber re post trial motions; review exhibit list and trial notes | 1.30 |
| 11/07/2008 | A. Lorber | Status conference to discuss possible post-judgment motions for obtaining attorney fees and preventing set off | 0.90 |
| 11/07/2008 | B. Nourse | Telephone call with M. Davis; telephone conference with clients and review client e-mails | 1.20 |
| 11/10/2008 | A. Gabel | Conference with M. DeCoursey re potential offset motion by Windermere | 0.20 |
| 11/10/2008 | A. Lorber | Develop and research strategy for preventing set off and obtaining full attorney fees | 0.50 |
| 11/10/2008 | B. Nourse | Telephone call with clients regarding status of motions on post-trial; review client e-mails; review Lorber product and direct associate work | 0.70 |
| 11/11/2008 | A. Gabel | Draft notice of judgment; draft judgment; revise motion for attorney's fees | 2.60 |
| 11/11/2008 | A. Lorber | Research and draft bench brief on set-off to be submitted at judgment hearing | 5.20 |
| 11/11/2008 | B. Nourse | Review client e-mails regarding expert costs; consult with A. Lorber and A. Gabel re research for anticipated post trial motions from Windermere; respond to client e-mail regarding set-off | 1.20 |
| 11/12/2008 | A. Gabel | Correspond with clients re costs; review attorney fees in preparation of motion | 0.40 |

Mark and Carol DeCoursey

December 5, 2008

| | | | |
|------------|-----------|--|------|
| 11/12/2008 | A. Lorber | Draft and revise bench brief on set-off | 0.90 |
| 11/13/2008 | A. Gabel | Conference with M.DeCoursey re costs and atty fees; review Windermere motion; conference with DeCourseys re Windermere motion | 1.30 |
| 11/13/2008 | A. Lorber | Phone call with C. DeCoursey discussing brief on set-off; revise and draft bench brief and set-off; plaintiffs' counsel strategy meeting to analyze and prepare response to defense counsel's JNOV | 4.90 |
| 11/13/2008 | B. Nourse | Review JNOV motion, review client e-mails regarding same; telephone call with clients regarding judgment hearing; review Lorber memo on Set-off | 2.50 |
| 11/14/2008 | A. Gabel | Attend entry of judgment; draft amended judgment; prepare cost bill motion | 3.00 |
| 11/14/2008 | A. Lorber | Prepare for and attend entry of judgment hearing; draft bench brief on set-off | 2.40 |
| 11/14/2008 | B. Nourse | Attend Judgment Presentation hearing; review research on post trial motions; consult with clients regarding same | 2.10 |
| 11/17/2008 | A. Gabel | Conference with M.DeCoursey re attorney's fees; review DeCourseys emails re costs and attorney's fees | 0.30 |
| 11/17/2008 | A. Lorber | Respond to client's e-mail communications re brief opposing set-off | 0.10 |
| 11/18/2008 | A. Gabel | Conference with Nourse re atty fees motion | 0.20 |
| 11/18/2008 | A. Lorber | Strategy meeting with B. Nourse to discuss response to JNOV and client's requested changes to set-off brief; telephone call from client | 0.30 |
| 11/18/2008 | B. Nourse | Review client e-mails; confer with A. Lorber re JNOV opposition; telephone call with DeCourseys | 1.10 |
| 11/19/2008 | A. Gabel | Conference with Nourse re JNOV argument and proximate cause | 0.30 |
| 11/19/2008 | B. Nourse | Review client e-mails; review billings in regard to fee claim | 1.30 |
| 11/20/2008 | A. Gabel | Draft motion for cost bill; revise motion for attorney's fees | 1.40 |
| 11/20/2008 | A. Lorber | Make client recommended changes to bench brief on set-off; correspond with client re revised brief | 0.90 |

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. Nourse | 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 Nourse 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 |
|---------|--------------|

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. Nourse, 9/12/08 | 8.15 |
| 11/04/2008 | Travel expense - B. Nourse, 9/12/08 | 24.00 |
| 11/04/2008 | Travel expense - B. Nourse, 9/17/08 | 13.00 |
| 11/04/2008 | Travel expense - B. Nourse, 9/25/08 | 24.00 |
| 11/04/2008 | Travel expense - B. Nourse, 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 |
|----------------------|-------------|

Mark and Carol DeCoursey

December 5, 2008

RATE SUMMARY

| <u>Attorney/Timekeeper</u> | <u>Hours Worked</u> | <u>Billed Per Hour</u> | <u>Bill Amount</u> |
|----------------------------|-------------------------|----------------------------|--------------------|
| R. Beard | 2.40 | 390.00 | 936.00 |
| G. Degginger | 6.10 | 400.00 | 2,440.00 |
| A. Gabel | 112.40 | 225.00 | 25,290.00 |
| A. Lorber | 38.70 | 225.00 | 8,707.50 |
| B. Nourse | 195.70 | 300.00 | 58,710.00 |
| B. Volbeda | 0.50 | 225.00 | 112.50 |
| D. Strasser | 10.00 | 375.00 | 3,750.00 |
| E. Diffley | 8.50 | 160.00 | 1,360.00 |
| H. Harrell | 6.40 | 180.00 | 1,152.00 |
| C. Jacobs | 174.70 | 150.00 | 26,205.00 |
| A. Norby | 4.40 | 80.00 | 352.00 |
| T. Stephenson | 1.80 | 170.00 | 306.00 |
| S. Schulkin | 0.70 | 150.00 | 105.00 |
| <hr/> | | | |
| Total all Timekeepers | 562.30 | | 129,426.00 |

TOTAL THIS INVOICE

\$131,655.48

Wire Transfer Information:

Wells Fargo Bank
ABA No. 121000248
Account No. 4159599521
Swift Code WFBUS6S
Visa and Mastercard
Accepted:
Please call (206) 223-6288

Remit Payments To:

1420 Fifth Ave
Ste 4100
Seattle, WA
98101-2338
Attn: Cash Receipts
Fax: (206) 223-7107

Identification No. 20-2071651

Mark and Carol DeCoursey
8209 172nd Ave NE
Redmond WA 98052

January 26, 2009
Invoice No. 3442373

FOR PROFESSIONAL SERVICES RENDERED THROUGH 12/31/08

Matter: 123057.000001

DeCoursey v. V&E Medical Imaging

| | | | |
|------------|-----------|---|------|
| 12/03/2008 | A. Gabel | Conference with M.DeCoursey re JNOV hearing; conference with court bailiff re hearing; conference with Nourse re Windermere's reply | 0.40 |
| 12/04/2008 | A. Gabel | Conference with B.Nourse re set off argument and possible arguments that may be raised by Windermere at tomorrow's hearing | 0.60 |
| 12/05/2008 | A. Lorber | Prepare for and attend hearing on Defendants' JNOV | 2.40 |
| 12/11/2008 | A. Gabel | Conference with opposing counsel re proposed order denying JNOV, the [REDACTED] settlement and amended judgment; correspond with Windermere's counsel re amended judgment; conference with Lorber re atty fees motion | 0.60 |
| 12/11/2008 | A. Lorber | Draft and file order denying defendants' JNOV | 0.60 |
| 12/16/2008 | A. Gabel | Schedule motion for attorney fees | 0.10 |
| 12/16/2008 | B. Nourse | Draft letter to clients; draft declaration regarding fees | 1.10 |
| 12/17/2008 | B. Nourse | Research motion and prepare costs for attorneys fees motion | 3.00 |
| 12/22/2008 | A. Gabel | Correspond with Windermere's counsel re amended judgment; conference with DeCourseys re attorney's fees motion; conference with Nourse re same | 0.80 |
| 12/23/2008 | B. Nourse | Draft motion for attorneys fees | 3.70 |
| 12/29/2008 | B. Nourse | Review client e-mails regarding enforcement of | 1.60 |

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. Nourse 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 - Nourse, Brent L. , parking, 10/29/08 | 35.00 |
| 12/29/2008 | Travel expense - Wright Express Financial Services - Nourse, Brent L. , parking, 10/30/08 | 35.00 |
| 12/29/2008 | Travel expense - Wright Express Financial Services - Nourse, Brent L. , parking, 10/29/08 | 35.00 |
| 12/29/2008 | Travel expense - Wright Express Financial Services - Nourse, Brent L. , parking, 10/30/08 | 22.00 |
| | 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. Nourse | 11.20 | 300.00 | 3,360.00 |
| <hr/> | | | |
| Total all Timekeepers | 16.70 | | 4,597.50 |

TOTAL THIS INVOICE \$4,762.14



Wire Transfer Information:

Wells Fargo Bank
ABA No. 121000248
Account No. 4159599521
Swift Code WFB1US6S
Visa and Mastercard
Accepted:
Please call (206) 223-6288

Remit Payments To:

1420 Fifth Ave
Ste 4100
Seattle, WA
98101-2338
Attn: Cash Receipts
Fax: (206) 223-7107

Identification No. 20-2071651

Mark and Carol DeCoursey
8209 172nd Ave NE
Redmond WA 98052

February 20, 2009
Invoice No. 3444769

FOR PROFESSIONAL SERVICES RENDERED THROUGH 01/31/09

Matter: 123057.000001

DeCoursey v. V&E Medical Imaging

| | | | |
|------------|-----------|---|------|
| 01/05/2009 | A. Lorber | Legal research re availability of increasing award of attorney fees via multipliers | 1.10 |
| 01/05/2009 | B. Nourse | Prepare motion for attorneys fees and costs; telephone conference with G. Bridgman re declaration; review client declarations and telephone conferences with client re the same | 1.30 |
| 01/06/2009 | A. Lorber | Draft memo on upward multipliers for lodestar fee awards for purposes of attorney fees motion | 2.60 |
| 01/09/2009 | A. Lorber | Revise and edit motion on attorney fees | 1.50 |
| 01/09/2009 | A. Lorber | Research time to enter notice of appeal | 0.20 |
| 01/20/2009 | A. Gabel | Conference with Court re Friday's hearing; correspond with opposing counsel and court re the same | 0.30 |
| 01/21/2009 | A. Gabel | Review Windermere's opp. to attorney's fees; research case law cited within; conference with Nourse re same; analyze rebuttal arguments | 1.50 |
| 01/22/2009 | A. Gabel | Prepare arguments for the reply in support of motion for attorney fees; Prepare for the hearing on the motion for attorney fees | 3.60 |
| 01/23/2009 | A. Gabel | Prepare for atty's fees hearing; conference with the Court re same; conference with client re same | 0.90 |
| 01/23/2009 | A. Lorber | Assist A. Gabel to prepare for attorney fees hearing | 0.10 |

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

COSTS ADVANCED

| | |
|-------------------------------|--------|
| Reproduction costs | 298.26 |
| Docket research | 111.38 |
| Messenger and courier service | 8.00 |

TOTAL COSTS ADVANCED \$ 417.64

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. Nourse | 1.30 | 310.00 | 403.00 |
| A. Norby | 0.80 | 85.00 | 68.00 |
| <hr/> | | | |
| Total all Timekeepers | 15.70 | | 3,762.50 |

TOTAL THIS INVOICE \$4,180.14



Wire Transfer Information:

Wells Fargo Bank
ABA No. 121000248
Account No. 4159599521
Swift Code WFBUS6S
Visa and Mastercard
Accepted:
Please call (206) 223-6288

Remit Payments To:

1420 Fifth Ave
Ste 4100
Seattle, WA
98101-2338
Atm Cash Receipts
Fax: (206) 223-7107

Identification No. 20-2071651

Mark and Carol DeCoursey
8209 172nd Ave NE
Redmond WA 98052

March 19, 2009
Invoice No. 3447519

FOR PROFESSIONAL SERVICES RENDERED THROUGH 02/28/09

Matter: 123057.000001

DeCoursey v. V&E Medical Imaging

| | | | |
|------------|---------------|--|------|
| 01/16/2009 | B. Nourse | Research timeliness of appeals and telephone call with client re same | 1.30 |
| 01/21/2009 | B. Nourse | Review Windermere opposition to motion for fees and consult with A. Gabel re the same | 0.80 |
| 01/22/2009 | B. Nourse | Prepare for hearing on motion for attorneys' fees; review opposition to motion for fees and prepare reply in Support of the same | 2.30 |
| 01/26/2009 | B. Nourse | Review cases on appealable issues and timing of Notice of Appeal; telephone call with client re same | 0.80 |
| 01/28/2009 | B. Nourse | Telephone call with clients re collection; consult with collections department at LP; review data for attorneys' fees motion | 1.00 |
| 01/29/2009 | B. Nourse | Consult with staff re enforcement of judgment; prepare for hearing | 1.00 |
| 02/02/2009 | A. Gabel | Conference with T. Stephenson re garnishment of bank of accounts; conference with client re same | 0.80 |
| 02/02/2009 | A. Norby | Receive instructions from T. Stephenson re garnishment efforts | 0.20 |
| 02/02/2009 | T. Stephenson | Discuss post-judgment collection remedies with A. Gabel; analysis of collection action to pursue | 0.50 |
| 02/03/2009 | A. Gabel | Conference with client re garnishment; conference with Nourse re same | 0.20 |

| | | | |
|------------|---------------|--|------|
| | | for review and signature of A. Gabel; prepare and submit check requests re garnishment fees; compile garnishment packets for issuance with court and process service on bank; prepare messenger slip re same and teleconference with messenger service re same | |
| 02/12/2009 | T. Stephenson | Work with A. Norby finalizing supplemental examination documents; conference with A. Gabel re same; coordinate service of supplemental proceedings; prepare messenger instructions re ex parte procedure for entry of examination orders; review and revise garnishment pleadings re P. Stickney's account(s) with KeyBank | 1.70 |
| 02/13/2009 | A. Gabel | Conference with client re Windermere's accounts and garnishment; conference with Davis re suppl. examination; conference with Nourse re bonding issues | 0.60 |
| 02/13/2009 | B. Nourse | Telephone conference with clients; telephone conference with M. Davis re service of supplemental proceeding and bond amount | 0.50 |
| 02/13/2009 | A. Norby | Prepare envelopes with return and certified postage re garnishment; additional teleconference with messenger service re special instructions for garnishment packets; receive and review conformed copies of note, motion, and order re supplemental examination and compile conformed copies for messenger to serve on judgment debtors; multiple teleconferences with messenger service with additional instructions re service of supplemental examination documents; investigate and prepare alternative addresses for additional options; retrieve calculated interest on amended judgment amount for B. Nourse; teleconference with messenger service re possible acceptance of service by counsel; consult with B. Nourse re same; receive and review service notification re garnishment; consult with T. Stephenson re status of service of supplemental examination documents and provide additional instruction | 2.80 |
| 02/13/2009 | T. Stephenson | Discuss process service issues re supplemental examination documents with A. Norby; provide instructions re same | 0.30 |
| 02/17/2009 | A. Gabel | Conference with client re MLS listings; conference | 0.30 |

| | | | |
|------------|---------------|---|------|
| | | with Nourse re same | |
| 02/17/2009 | B. Nourse | Complete amended judgment and file; telephone conference with client and review emails re VEMIS's arbitration | 1.20 |
| 02/17/2009 | A. Norby | Investigate contact information for KeyBank special operations department; teleconference with representative re telephone and facsimile numbers; prepare and compile fax cover sheet re confirmation receipt of garnishment | 0.60 |
| 02/18/2009 | A. Gabel | Review of garnishment receipt from Key Bank | 0.10 |
| 02/18/2009 | A. Norby | Receive and review voicemail confirming receipt and processing of garnishment paperwork; e-mail A. Gabel copies of garnishment documents for client; forward summary of garnishment deadlines to A. Gabel and correspond re specifics of answer deadline | 0.60 |
| 02/19/2009 | A. Gabel | Conference with client re garnishment | 0.10 |
| 02/19/2009 | A. Norby | Consult with B. Nourse re instructions to proceed with supplemental examination documents; consult with T. Stephenson re amending notice for hearing; draft supplemental examination documents for all judgment debtors re new hearing date | 0.50 |
| 02/19/2009 | T. Stephenson | Conference with A. Norby and instructions re procedure to re-schedule supplemental examination hearing | 0.20 |
| 02/23/2009 | B. Nourse | Review client emails re supplemental proceedings; review email from M. McNeill and telephone conference with M. McNeill re garnishment; telephone conference with M. Davis re supercilious bond and depositions | 1.10 |
| 02/23/2009 | B. Volbeda | Initial research on vicarious liability of franchisers for franchisee conduct to assist possible claims against defendant's parent company so as to possibly obtain payment on judgment obtained against defendant | 0.40 |
| 02/23/2009 | A. Norby | Consult with B. Nourse re amended supplemental examination pleadings; finalize pleadings and prepare copies for filing; compile PDFs of supplemental exam documents for B. Nourse; prepare ex parte cover sheet re amended supplemental examination pleadings; prepare messenger instructions re same; prepare and submit | 0.80 |

Mark and Carol DeCoursey

March 19, 2009

| | | | |
|------------|------------|--|------|
| | | check requests re exam and ex parte fees; receive answer and calendar out deadline to submit order to pay | |
| 02/24/2009 | A. Gabel | Conference with Nourse re bonding issues and Windermere | 0.10 |
| 02/24/2009 | B. Nourse | Research franchiser liability | 0.60 |
| 02/24/2009 | B. Volbeda | Research franchiser liability for franchisee conduct; compile and draft notes for later submission to supervising counsel | 1.70 |
| 02/24/2009 | A. Norby | Receive and review original writ and declaration of service re garnishment documents; finalize declaration of service and compile certified slip for filing; prepare and compile messenger instructions with original declaration and conformed copy for filing; receive checks and compile messenger instructions, ex parte cover sheet; supplemental examination pleadings and checks for filing; calendar out additional deadlines re filing and service of supplemental proceedings; compile address quick sheet re service of supplemental examination documents; update file re garnishment and supplemental proceedings | 0.80 |
| 02/25/2009 | B. Nourse | Review client emails; telephone conference with client re supplemental proceedings; telephone conference with M. Davis; prepare letter to M. Davis | 0.80 |
| 02/25/2009 | B. Volbeda | Research issues of vicarious liability of franchiser; confer with supervising counsel | 0.60 |
| 02/26/2009 | B. Nourse | Telephone conference with M. Davis | 0.30 |
| 02/27/2009 | A. Gabel | Conference with the DeCourseys re options against VEMIS; conference with A. Norby re supplemental examination | 0.70 |
| 02/27/2009 | B. Nourse | Telephone conference with M. Davis re form of judgment; telephone conference with clients and review status of supplemental hearings | 0.70 |
| 02/27/2009 | A. Norby | Teleconference with messenger service re status of entry of supplemental examination documents; provide copies of request slip and face sheets to messenger service; receive and review conformed supplemental exam pleadings; compile copies to send out for process service on judgment debtors; prepare process service instructions re supplemental exam of | 1.40 |

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 Granishment 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 |

RATE SUMMARY

| <u>Attorney/Timekeeper</u> | <u>Hours Worked</u> | <u>Billed Per Hour</u> | <u>Bill Amount</u> |
|----------------------------|-------------------------|----------------------------|--------------------|
| A. Gabel | 6.80 | 240.00 | 1,632.00 |
| B. Nourse | 24.00 | 310.00 | 7,440.00 |
| B. Volbeda | 2.70 | 240.00 | 648.00 |
| A. Norby | 18.00 | 110.00 | 1,980.00 |
| T. Stephenson | 5.20 | 180.00 | 936.00 |
| <hr/> | <hr/> | <hr/> | <hr/> |
| Total all Timekeepers | 56.70 | | 12,636.00 |

TOTAL THIS INVOICE

\$13,915.36



Wire Transfer Information:

Wells Fargo Bank
ABA No. 121000248
Account No. 4159599521
Swift Code WFBUS6S
Visa and Mastercard
Accepted:
Please call (206) 223-6288

Remit Payments To:

1420 Fifth Ave
Ste 4100
Seattle, WA
98101-2338
Attn: Cash Receipts
Fax: (206) 223-7107

Identification No. 20-2071651

Mark and Carol DeCoursey
8209 172nd Ave NE
Redmond WA 98052

April 22, 2009
Invoice No. 3450434

FOR PROFESSIONAL SERVICES RENDERED THROUGH 03/31/09

Matter: 123057.000001

DeCoursey v. V&E Medical Imaging

| | | | |
|------------|-----------|---|------|
| 03/02/2009 | A. Gabel | Conference with client re: garnishment; conference with Nourse re: same | 0.40 |
| 03/02/2009 | B. Nourse | Telephone conference call with clients re: asset searches for Windermere; review research on piercing and franchise liability | 0.70 |
| 03/02/2009 | A. Norby | Consult with A. Gabel re bank account search information and procedure; teleconference with investigations department re same; prepare acceptance of service and consult with T. Stephenson re accepting service on behalf of multiple defendants; compile copies of supplemental examination documents and acceptance of service for B. Nourse's review and approval | 1.20 |
| 03/03/2009 | A. Gabel | Conference with Nourse re: ABC legal services and the actions taken by our clients | 0.80 |
| 03/03/2009 | A. Norby | Work on resolution of third-party investigation procedures issue; multiple teleconferences with third-party investigator re same; consult with B. Nourse re same | 1.90 |
| 03/04/2009 | A. Gabel | Correspond with Kaufman re: VEMIS arbitration; conference with Kauffman re: VEMIS arbitration | 0.40 |
| 03/04/2009 | B. Nourse | Respond to vendor correspondence | 1.30 |
| 03/05/2009 | A. Gabel | Review VEMIS file in preparation of arbitration; correspond with Nourse re: bond | 1.00 |

| | | | |
|------------|------------|--|------|
| 03/05/2009 | B. Nourse | Telephone call with clients regarding status of supplemental proceedings | 0.30 |
| 03/05/2009 | B. Volbeda | Draft notes regarding franchisor vicarious liability issues; confer with other counsel in the firm who specializes in franchise issues; submit overview notes to supervising counsel for review. | 0.90 |
| 03/06/2009 | B. Nourse | Telephone call with clients and review status of supplemental proceedings | 0.80 |
| 03/09/2009 | A. Gabel | Correspond with VEMIS's counsel re: arbitration; conference with client re: bond | 0.40 |
| 03/09/2009 | B. Nourse | Reivew e-mail and draft bond from Demco; forward to client; telephone call with client | 0.30 |
| 03/09/2009 | A. Norby | Review file re examinations scheduled and consult with B. Nourse re status of bond | 0.20 |
| 03/10/2009 | A. Gabel | Correspond with client re: VEMIS | 0.20 |
| 03/10/2009 | A. Norby | Receive and review recorded judgment and update file re same | 0.20 |
| 03/11/2009 | B. Nourse | Telephone call with clients regarding supplemental proceedings and bonds; telephone call to M. Davis regarding same | 1.10 |
| 03/12/2009 | A. Gabel | Review amended notice of appeal | 0.10 |
| 03/16/2009 | B. Nourse | Review case file and status of supplementary proceedings; research on standard of review and telephone call with client regarding the same. | 2.20 |
| 03/17/2009 | A. Gabel | Conference with the DeCourseys re: VEMIS and appeal; conference with Kaufman re: VEMIS arbitration; conference with Matt Davis re: garnishment | 0.60 |
| 03/17/2009 | B. Nourse | Review supercedeas bond and sign release and stipulation regarding supplemental proceedings; telephone call with M. Davis; telephone call with clients | 1.00 |
| 03/17/2009 | A. Norby | Consult with A. Gabel re status of bond (.20); review chief civil department procedures and teleconference with bailiff re striking supplemental examinations (.30); consult with B. Nourse re release of garnishment (.20); draft release for B. Nourse's review and signature (.20); update file re same (.10); draft letter to garnishee re release for B. Nourse's | 1.20 |

Mark and Carol DeCoursey

April 22, 2009

| | | | |
|------------|-----------|---|-------|
| | | signature (.20) | |
| 03/18/2009 | A. Norby | Revise letter to garnishee for B. Nourse's signature; prepare fax cover sheet and deliver correspondence and enclosures to garnishee via facsimile and regular mail; forward copy for counsel to B. Nourse; 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. Nourse 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 Nourse re: same | 0.50 |
| 03/24/2009 | B. Nourse | 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 Nourse 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 |

RATE SUMMARY

| <u>Attorney/Timekeeper</u> | <u>Hours Worked</u> | <u>Billed Per Hour</u> | <u>Bill Amount</u> |
|----------------------------|-------------------------|----------------------------|--------------------|
| A. Gabel | 6.70 | 240.00 | 1,608.00 |
| B. Nourse | 7.90 | 310.00 | 2,449.00 |
| B. Volbeda | 0.90 | 240.00 | 216.00 |
| A. Norby | 5.80 | 110.00 | 638.00 |
| K. Helde | 0.20 | 175.00 | 35.00 |
| <hr/> | | | |
| Total all Timekeepers | 21.50 | | 4,946.00 |

TOTAL THIS INVOICE

\$6,371.30

Exhibit 3

Lane Powell Charges That Should Have Been Taxed to Windermere

In this spreadsheet, the individual service line items charged by Lane Powell are entered with the name of the person providing the service. The time spent is multiplied by the hourly rate of the provider as indicated on the last page of the invoice.

Then a proportionality factor is applied. The proportionality is a rough guess from the service description of the percentage of the service that should be taxed to Windermere.

Please note that the "Costs advanced" for each month have not been applied to this computation, but should be applied before presenting a bill to Windermere. Also, the costs and fees for the appeal do not appear on this sheet.

Lane Powell Charges That Should Have Been Taxed to Windermere

| Invoice | Item date | Hours | Provider | Rate | Amount | Taxable | Windermere Debt |
|---------------|------------|-------|----------|------|------------|---------|-----------------|
| 12/5/08 | 11/12/2008 | 0.4 | Gabel | 225 | \$90.00 | 100% | \$90.00 |
| | 11/12/2008 | 0.9 | Lorber | 225 | \$202.50 | 100% | \$202.50 |
| | 11/13/2008 | 1.3 | Gabel | 225 | \$292.50 | 100% | \$292.50 |
| | 11/13/2008 | 4.9 | Lorber | 225 | \$1,102.50 | 100% | \$1,102.50 |
| | 11/13/2008 | 2.5 | Nourse | 300 | \$750.00 | 100% | \$750.00 |
| | 11/14/2008 | 3.0 | Gabel | 225 | \$675.00 | 100% | \$675.00 |
| | 11/14/2008 | 2.4 | Lorber | 225 | \$540.00 | 100% | \$540.00 |
| | 11/14/2008 | 2.1 | Nourse | 300 | \$630.00 | 100% | \$630.00 |
| | 11/17/2008 | 0.3 | Gabel | 225 | \$67.50 | 100% | \$67.50 |
| | 11/17/2008 | 0.1 | Lorber | 225 | \$22.50 | 100% | \$22.50 |
| | 11/18/2008 | 0.2 | Gabel | 225 | \$45.00 | 100% | \$45.00 |
| | 11/18/2008 | 0.3 | Lorber | 225 | \$67.50 | 100% | \$67.50 |
| | 11/18/2008 | 1.1 | Nourse | 300 | \$330.00 | 100% | \$330.00 |
| | 11/19/2008 | 0.3 | Gabel | 225 | \$67.50 | 100% | \$67.50 |
| | 11/19/2008 | 1.3 | Nourse | 300 | \$390.00 | 100% | \$390.00 |
| | 11/20/2008 | 1.4 | Gabel | 225 | \$315.00 | 100% | \$315.00 |
| | 11/20/2008 | 0.9 | Lorber | 225 | \$202.50 | 100% | \$202.50 |
| | 11/20/2008 | 0.3 | Lorber | 225 | \$67.50 | 100% | \$67.50 |
| | 11/20/2008 | 0.4 | Lorber | 225 | \$90.00 | 100% | \$90.00 |
| | 11/21/2008 | 0.2 | Gabel | 225 | \$45.00 | 100% | \$45.00 |
| | 11/21/2008 | 3.1 | Nourse | 300 | \$930.00 | 100% | \$930.00 |
| | 11/24/2008 | 1.0 | Gabel | 225 | \$225.00 | 100% | \$225.00 |
| | 11/26/2008 | 0.7 | Gabel | 225 | \$157.50 | 100% | \$157.50 |
| | 11/26/2008 | 0.3 | Lorber | 225 | \$67.50 | 100% | \$67.50 |
| Totals | | 29.4 | | | \$7,372.50 | | \$7,372.50 |

| Invoice | Item date | Hours | Person | Rate | Amount | Taxable | Windermere Debt |
|---------------|------------|-------|--------|------|------------|---------|-----------------|
| 1/26/09 | 12/3/2009 | 0.4 | Gabel | 225 | \$90.00 | 100% | \$90.00 |
| | 12/4/2009 | 0.6 | Gabel | 225 | \$135.00 | 100% | \$135.00 |
| | 12/5/2009 | 2.4 | Lorber | 225 | \$540.00 | 100% | \$540.00 |
| | 12/11/2009 | 0.6 | Gabel | 225 | \$135.00 | 100% | \$135.00 |
| | 12/11/2009 | 0.6 | Lorber | 225 | \$135.00 | 100% | \$135.00 |
| | 12/16/2009 | 0.1 | Gabel | 225 | \$22.50 | 100% | \$22.50 |
| | 12/16/2009 | 1.1 | Nourse | 300 | \$330.00 | 100% | \$330.00 |
| | 12/17/2009 | 3.0 | Nourse | 300 | \$900.00 | 100% | \$900.00 |
| | 12/22/2009 | 0.8 | Gabel | 225 | \$180.00 | 100% | \$180.00 |
| | 12/23/2009 | 3.7 | Nourse | 300 | \$1,110.00 | 100% | \$1,110.00 |
| | 12/29/2009 | 1.6 | Nourse | 300 | \$480.00 | 100% | \$480.00 |
| | 12/30/2009 | 1.8 | Nourse | 300 | \$540.00 | 100% | \$540.00 |
| Totals | | 16.7 | | | \$4,597.50 | | \$4,597.50 |

| Bill Date | Item date | Hours | Person | Rate | Amount | Taxable | Windermere Debt |
|-----------|-----------|-------|--------|------|----------|---------|-----------------|
| 2/20/09 | 1/2/2009 | 1.1 | Lorber | 245 | \$269.50 | 100% | \$269.50 |

Lane Powell Charges That Should Have Been Taxed to Windermere

| Invoice | Item date | Hours | Provider | Rate | Amount | Taxable | Windermere Debt |
|---------------|-----------|-------|----------|------|------------|---------|-----------------|
| | 1/5/2009 | 1.3 | Nourse | 310 | \$403.00 | 100% | \$403.00 |
| | 1/6/2009 | 2.6 | Lorber | 245 | \$637.00 | 100% | \$637.00 |
| | 1/9/2009 | 1.5 | Lorber | 245 | \$367.50 | 100% | \$367.50 |
| | 1/9/2009 | 0.2 | Lorber | 245 | \$49.00 | 100% | \$49.00 |
| | 1/20/2009 | 0.3 | Gabel | 240 | \$72.00 | 100% | \$72.00 |
| | 1/21/2009 | 1.5 | Gabel | 240 | \$360.00 | 100% | \$360.00 |
| | 1/22/2009 | 3.6 | Gabel | 240 | \$864.00 | 100% | \$864.00 |
| | 1/23/2009 | 0.9 | Gabel | 240 | \$216.00 | 100% | \$216.00 |
| | 1/23/2009 | 0.1 | Lorber | 245 | \$24.50 | 100% | \$24.50 |
| | 1/29/2009 | 1.8 | Gabel | 240 | \$432.00 | 100% | \$432.00 |
| | 1/29/2009 | 0.8 | Norby | 85 | \$68.00 | 100% | \$68.00 |
| Totals | | 15.7 | | | \$3,762.50 | | \$3,762.50 |

| Invoice | Item date | Hours | Person | Rate | Amount | Taxable | Windermere Debt |
|---------------|-----------|-------|------------|------|------------|---------|-----------------|
| 3/19/09 | 1/16/2009 | 1.3 | Nourse | 310 | \$403.00 | 100% | \$403.00 |
| | 1/21/2009 | 0.8 | Nourse | 310 | \$248.00 | 100% | \$248.00 |
| | 1/22/2009 | 2.3 | Nourse | 310 | \$713.00 | 100% | \$713.00 |
| | 1/26/2009 | 0.8 | Nourse | 310 | \$248.00 | 100% | \$248.00 |
| | 1/28/2009 | 1.0 | Nourse | 310 | \$310.00 | 100% | \$310.00 |
| | 1/29/2009 | 1.0 | Nourse | 310 | \$310.00 | 100% | \$310.00 |
| | 2/2/2009 | 0.8 | Gabel | 240 | \$192.00 | 100% | \$192.00 |
| | 2/2/2009 | 0.2 | Norby | 110 | \$22.00 | 100% | \$22.00 |
| | 2/2/2009 | 0.5 | Stephenson | 180 | \$90.00 | 100% | \$90.00 |
| | 2/3/2009 | 0.2 | Gabel | 240 | \$48.00 | 100% | \$48.00 |
| | 2/3/2009 | 1.8 | Norby | 110 | \$198.00 | 100% | \$198.00 |
| | 2/5/2009 | 1.2 | Nourse | 310 | \$372.00 | 100% | \$372.00 |
| | 2/5/2009 | 0.5 | Norby | 110 | \$55.00 | 100% | \$55.00 |
| | 2/6/2009 | 1.8 | Gabel | 240 | \$432.00 | 100% | \$432.00 |
| | 2/6/2009 | 5.2 | Nourse | 310 | \$1,612.00 | 100% | \$1,612.00 |
| | 2/6/2009 | 0.7 | Norby | 110 | \$77.00 | 100% | \$77.00 |
| Totals | | 20.1 | | | \$5,330.00 | | \$5,330.00 |

Total fees omitted from fees Motion

\$21,062.50

\$21,062.50

Fees listed below were incurred in the post-judgment collection effort

| Invoice | Item date | Hours | Person | Rate | Amount | Taxable | Windermere Debt |
|---------|-----------|-------|------------|------|----------|---------|-----------------|
| 3/19/09 | 2/9/2009 | 1.1 | Gabel | 240 | \$264.00 | 100% | \$264.00 |
| | 2/9/2009 | 1.1 | Nourse | 310 | \$341.00 | 100% | \$341.00 |
| | 2/9/2009 | 1.3 | Norby | 110 | \$143.00 | 100% | \$143.00 |
| | 2/9/2009 | 2.2 | Stephenson | 180 | \$396.00 | 100% | \$396.00 |
| | 2/10/2009 | 0.2 | Gabel | 240 | \$48.00 | 100% | \$48.00 |
| | 2/10/2009 | 2.2 | Nourse | 310 | \$682.00 | 100% | \$682.00 |
| | 2/10/2009 | 0.3 | Stephenson | 180 | \$54.00 | 100% | \$54.00 |

Lane Powell Charges That Should Have Been Taxed to Windermere

| Invoice | Item date | Hours | Provider | Rate | Amount | Taxable | Windermere Debt |
|--------------|-----------|-------|------------|------|------------|---------|-----------------|
| | 2/11/2009 | 0.3 | Gabel | 240 | \$72.00 | 100% | \$72.00 |
| | 2/11/2009 | 0.8 | Nourse | 310 | \$248.00 | 100% | \$248.00 |
| | 2/11/2009 | 1.4 | Norby | 110 | \$154.00 | 100% | \$154.00 |
| | 2/12/2009 | 0.5 | Gabel | 240 | \$120.00 | 100% | \$120.00 |
| | 2/12/2009 | 1.1 | Nourse | 310 | \$341.00 | 100% | \$341.00 |
| | 2/12/2009 | 4.6 | Norby | 110 | \$506.00 | 100% | \$506.00 |
| | 2/12/2009 | 1.7 | Stephenson | 180 | \$306.00 | 100% | \$306.00 |
| | 2/13/2009 | 0.6 | Gabel | 240 | \$144.00 | 100% | \$144.00 |
| | 2/13/2009 | 0.5 | Nourse | 310 | \$155.00 | 100% | \$155.00 |
| | 2/13/2009 | 2.8 | Norby | 110 | \$308.00 | 100% | \$308.00 |
| | 2/13/2009 | 0.3 | Stephenson | 180 | \$54.00 | 100% | \$54.00 |
| | 2/17/2009 | 0.3 | Gabel | 240 | \$72.00 | 100% | \$72.00 |
| | 2/17/2009 | 1.2 | Nourse | 310 | \$372.00 | 100% | \$372.00 |
| | 2/17/2009 | 0.6 | Norby | 110 | \$66.00 | 100% | \$66.00 |
| | 2/18/2009 | 0.1 | Gabel | 240 | \$24.00 | 100% | \$24.00 |
| | 2/18/2009 | 0.6 | Norby | 110 | \$66.00 | 100% | \$66.00 |
| | 2/19/2009 | 0.1 | Gabel | 240 | \$24.00 | 100% | \$24.00 |
| | 2/19/2009 | 0.5 | Norby | 110 | \$55.00 | 100% | \$55.00 |
| | 2/19/2009 | 0.2 | Stephenson | 180 | \$36.00 | 100% | \$36.00 |
| | 2/23/2009 | 1.1 | Nourse | 310 | \$341.00 | 100% | \$341.00 |
| | 2/23/2009 | 0.4 | Volbeda | 240 | \$96.00 | 100% | \$96.00 |
| | 2/23/2009 | 0.8 | Norby | 110 | \$88.00 | 100% | \$88.00 |
| | 2/24/2009 | 0.1 | Gabel | 240 | \$24.00 | 100% | \$24.00 |
| | 2/24/2009 | 0.6 | Nourse | 310 | \$186.00 | 100% | \$186.00 |
| | 2/24/2009 | 1.7 | Volbeda | 240 | \$408.00 | 100% | \$408.00 |
| | 2/24/2009 | 0.8 | Norby | 110 | \$88.00 | 100% | \$88.00 |
| | 2/25/2009 | 0.8 | Nourse | 310 | \$248.00 | 100% | \$248.00 |
| | 2/25/2009 | 0.6 | Volbeda | 240 | \$144.00 | 100% | \$144.00 |
| | 2/26/2009 | 0.3 | Nourse | 310 | \$93.00 | 100% | \$93.00 |
| | 2/27/2009 | 0.7 | Gabel | 240 | \$168.00 | 0% | \$0.00 |
| | 2/27/2009 | 0.7 | Nourse | 310 | \$217.00 | 100% | \$217.00 |
| | 2/27/2009 | 1.4 | Norby | 110 | \$154.00 | 100% | \$154.00 |
| Total | | 36.6 | | | \$7,306.00 | | \$7,138.00 |

| Invoice | Item date | Hours | Person | Rate | Amount | Taxable | Windermere Debt |
|---------|-----------|-------|--------|------|----------|---------|-----------------|
| 4/22/09 | 3/2/2009 | 0.4 | Gabel | 240 | \$96.00 | 100% | \$96.00 |
| | 3/2/2009 | 0.7 | Nourse | 310 | \$217.00 | 100% | \$217.00 |
| | 3/2/2009 | 1.2 | Norby | 110 | \$132.00 | 100% | \$132.00 |
| | 3/3/2009 | 0.8 | Gabel | 240 | \$192.00 | 100% | \$192.00 |
| | 3/3/2009 | 1.9 | Norby | 110 | \$209.00 | 100% | \$209.00 |
| | 3/4/2009 | 0.4 | Gabel | 240 | \$96.00 | 0% | \$0.00 |
| | 3/4/2009 | 1.3 | Nourse | 310 | \$403.00 | 100% | \$403.00 |
| | 3/5/2009 | 1.0 | Gabel | 240 | \$240.00 | 0% | \$0.00 |

Lane Powell Charges That Should Have Been Taxed to Windermere

| Invoice | Item date | Hours | Provider | Rate | Amount | Taxable | Windermere Debt |
|---------------|-----------|-------|----------|------|------------|---------|-----------------|
| | 3/5/2009 | 0.3 | Nourse | 310 | \$93.00 | 100% | \$93.00 |
| | 3/5/2009 | 0.9 | Volbeda | 240 | \$216.00 | 100% | \$216.00 |
| | 3/6/2009 | 0.8 | Nourse | 310 | \$248.00 | 100% | \$248.00 |
| | 3/9/2009 | 0.4 | Gabel | 240 | \$96.00 | 0% | \$0.00 |
| | 3/9/2009 | 0.3 | Nourse | 310 | \$93.00 | 100% | \$93.00 |
| | 3/9/2009 | 0.2 | Norby | 110 | \$22.00 | 100% | \$22.00 |
| | 3/10/2009 | 0.2 | Gabel | 240 | \$48.00 | 0% | \$0.00 |
| | 3/10/2009 | 0.2 | Norby | 110 | \$22.00 | 100% | \$22.00 |
| | 3/11/2009 | 1.1 | Nourse | 310 | \$341.00 | 100% | \$341.00 |
| | 3/12/2010 | 0.1 | Gabel | 240 | \$24.00 | 100% | \$24.00 |
| | 3/16/2009 | 2.2 | Nourse | 310 | \$682.00 | 100% | \$682.00 |
| | 3/17/2009 | 0.6 | Gabel | 240 | \$144.00 | 50% | \$72.00 |
| | 3/17/2009 | 1.0 | Nourse | 310 | \$310.00 | 100% | \$310.00 |
| | 3/17/2009 | 1.2 | Norby | 110 | \$132.00 | 100% | \$132.00 |
| | 3/18/2009 | 0.8 | Norby | 110 | \$88.00 | 100% | \$88.00 |
| | 3/19/2009 | 1.2 | Gabel | 240 | \$288.00 | 0% | \$0.00 |
| | 3/19/2009 | 0.3 | Norby | 110 | \$33.00 | 100% | \$33.00 |
| | 3/24/2009 | 0.5 | Gabel | 240 | \$120.00 | 50% | \$60.00 |
| | 3/24/2009 | 0.2 | Nourse | 310 | \$62.00 | 100% | \$62.00 |
| | 3/30/2009 | 0.8 | Gabel | 240 | \$192.00 | 100% | \$192.00 |
| | 3/30/2009 | 0.2 | Helde | 175 | \$35.00 | 100% | \$35.00 |
| | 3/31/2009 | 0.3 | Gabel | 240 | \$72.00 | 100% | \$72.00 |
| Totals | | 21.5 | | | \$4,946.00 | | \$4,046.00 |

Total fees expended on collections

\$12,252.00

\$11,184.00

Excluded from this exhibit are the costs for these periods ,
and fees expended on the appeal, both written and oral preparations.

Exhibit 4



Mark DeCoursey <mhdecoursey@gmail.com>

1652929_1.DOC

Mark DeCoursey <mhdecoursey@gmail.com>
To: "Nourse, Brent L." <NourseB@lanepowell.com>

Sun, Jan 11, 2009 at 11:15 PM

REDACTED

I still don't understand why you are not billing this week's work to Windermere. Is it related to the "December 15, 2008" date above your signature? You are one mysterious dude.

[Quoted text hidden]

—
Mark H. DeCoursey
8209 172nd Ave NE
Redmond, WA 98052
Home: 425.885.3130
Office: 425.707.3640

DeC 1117

Exhibit 5

123057 Mark and Carol DeCoursey
Trust Ledger History
October 13m 2010

LANE POWELL, PC

| Transaction Type | Date | Cleared Date | Document No | Amount | Description |
|------------------|------------|--------------|-------------|-------------|--|
| RECEIPT | 10/05/2007 | 10/12/2007 | 4762 | 5,000.00 | 123057.000001 Check receipt - Mark and Carol Decoursey |
| RECEIPT | 11/07/2008 | 11/18/2008 | 199836 | 270,000.00 | 123057.000001 Check receipt - Atlantic Casualty Insurance |
| DISB | 12/30/2008 | 12/30/2008 | 33192 | -75,000.00 | 123057.000001 Check payment - Mark and Carol DeCoursey - |
| DISB | 12/30/2008 | 12/30/2008 | 33193 | -200,000.00 | 123057.000001 Check payment - Lane Powell PC - A/R on file |
| TOTAL | | | | 0.00 | |

Dec 1119

Exhibit 6

Running balance of Lane Powell charges, interest, and payments

| Date | Service | Interest | Payment | Running Balance |
|----------|--------------|------------|--------------|--------------------------------|
| 10/24/07 | \$8,245.00 | | | \$8,245.00 |
| 11/15/07 | | | \$8,245.00 | \$0.00 |
| 01/29/08 | \$73,539.40 | | | \$73,539.40 |
| 02/07/08 | | | \$25,000.00 | \$48,539.40 |
| 02/29/08 | \$42,269.83 | | | \$90,809.23 |
| 03/11/08 | | | \$25,000.00 | \$65,809.23 |
| 03/25/08 | \$9,924.36 | | | \$75,733.59 |
| 04/04/08 | | | \$25,002.00 | \$50,731.59 |
| 04/23/08 | \$6,610.20 | | | \$57,341.79 |
| 05/10/08 | | \$306.05 | | \$57,647.84 |
| 05/28/08 | | | \$25,005.00 | \$32,642.84 |
| 05/30/08 | \$24,681.61 | | | \$57,324.45 |
| 06/10/08 | | \$192.94 | | \$57,517.39 |
| 06/26/08 | \$28,156.58 | | | \$85,673.97 |
| 07/10/08 | | \$242.52 | | \$85,916.49 |
| 07/31/08 | \$66,182.90 | | | \$152,099.39 |
| 08/11/08 | | \$427.63 | | \$152,527.02 |
| 08/27/08 | \$35,436.94 | | | \$187,963.96 |
| 09/10/08 | | \$638.80 | | \$188,602.76 |
| 09/22/08 | \$24,381.60 | | | \$212,984.36 |
| 10/10/08 | | \$1,135.17 | | \$214,119.53 |
| 10/20/08 | \$19,858.52 | | | \$233,978.05 |
| 11/10/08 | | \$1,400.95 | | \$235,379.00 |
| 12/05/08 | \$131,655.48 | | | \$367,034.48 |
| 12/10/08 | | \$1,583.81 | | \$368,618.29 |
| 12/30/08 | | | \$200,000.00 | \$168,618.29 |
| 01/10/09 | | \$246.31 | | \$168,864.60 |
| 01/26/09 | \$4,762.14 | | | \$173,626.74 Interest at judgn |
| 02/10/09 | | \$1,233.72 | | \$174,860.46 \$7,407.90 |
| 02/20/09 | \$4,180.14 | | | \$179,040.60 |
| 03/10/09 | | \$1,233.72 | | \$180,274.32 |
| 03/19/09 | \$13,915.36 | | | \$194,189.68 |
| 04/10/09 | | \$1,269.44 | | \$195,459.12 |
| 04/22/09 | \$6,371.30 | | | \$201,830.42 |
| 05/10/09 | | \$1,300.79 | | \$203,131.21 |
| 05/13/09 | \$3,295.76 | | | \$206,426.97 |
| 06/10/09 | | \$1,405.16 | | \$207,832.13 |
| 06/23/09 | \$163.36 | | | \$207,995.49 |
| 07/10/09 | | \$1,452.94 | | \$209,448.43 |
| 08/10/09 | | \$1,477.66 | | \$210,926.09 |
| 08/17/09 | \$270.24 | | | \$211,196.33 |
| 09/10/09 | | \$1,478.88 | | \$212,675.21 |
| 09/30/09 | \$26,883.36 | | | \$239,558.57 |
| 10/10/09 | | \$1,478.88 | | \$241,037.45 |
| 10/20/09 | \$31,360.01 | | | \$272,397.46 |
| 11/10/09 | | \$1,480.91 | | \$273,878.37 |
| 11/18/09 | \$7,919.84 | | | \$281,798.21 |

Running balance of Lane Powell charges, interest, and payments

| Date | Service | Interest | Payment | Running Balance |
|--------------|---------------------|--------------------|----------------|-------------------------------|
| 12/10/09 | | \$1,682.54 | | \$283,480.75 |
| 12/10/09 | \$1,686.39 | | | \$285,167.14 |
| 01/10/10 | | \$1,917.74 | | \$287,084.88 |
| 02/10/10 | | \$1,989.78 | | \$289,074.66 |
| 03/10/09 | | \$1,989.78 | | \$291,064.44 |
| 03/15/09 | \$12,364.32 | | | \$303,428.76 Oral arg prepare |
| 04/07/10 | \$2,404.30 | | | \$305,833.06 Oral arg prepare |
| 04/10/10 | | \$1,989.78 | | \$307,822.84 |
| 05/10/10 | | \$1,989.78 | | \$309,812.62 |
| 05/12/10 | \$12,750.18 | | | \$322,562.80 Oral arg |
| 06/10/10 | | \$2,100.55 | | \$324,663.35 \$27,518.80 |
| 07/10/10 | | \$2,100.55 | | \$326,763.90 |
| 08/10/10 | | \$2,196.17 | | \$328,960.07 |
| 10/10/10 | | \$2,196.17 | | \$331,156.24 |
| Total | \$599,269.12 | \$40,139.12 | | \$639,408.24 |

Exhibit 7

TOLLEFSEN LAW

Business Law and Litigation

How Can We Help?

Business Law and Litigation

Washington Consumer Protection Act (CPA)

Collected Statutes, Court Decisions and Articles on Consumer Protection

In order to protect themselves from unfair and deceptive practices, consumers are allowed to bring private suits against individuals and businesses that engage in unfair or deceptive business practices. The consumer may recover actual damages, treble damages (\$10,000 maximum in most cases), and attorney's fees. Two types of actions may be brought under the law: 1) By the Attorney General or 2) By a consumer (under more stringent requirements).

The Washington Legislature enacted the CPA in 1961 and it has been amended in 1970, 1983 and 1987. The CPA governs all transactions between consumers and the public unless exempted by statute. Reasonable business acts and practices and business acts that do not injure the public interest are not prohibited by the CPA. Some agencies have specifically provided for CPA coverage of businesses under their jurisdiction. For example, private CPA suits may be brought against insurance companies under court decision and Insurance Commissioner rule.

In 1986, the Washington Supreme Court established the current five-part test for a private cause of action: the consumer must show an unfair or deceptive act or practice, occurring in the course of trade or commerce that affects the public interest and causes harm to the consumers' business or property. The statute is to be liberally construed to protect the public. Courts have stretched the CPA to cover suits between businesses that affect the public interest like a suit between an insurance company against a chiropractor involved in insurance fraud and a doctor against a drug company.

In *Hangman Ridge Training Stables, Inc. v. Safeco Title Insurance Co.*, (see below) the Washington Supreme Court held that a CPA plaintiff must prove: (1) the business engaged in an unfair or deceptive act or practice; (2) which occurred in trade or commerce (broadly construed); (3) which had a public interest impact; (4) injured the plaintiff's business or property; and (5) which was caused by the unfair or deceptive practice. All five elements are required.

To prove is the first one: an unfair or deceptive act or practice - the complainant must establish that an act or practice has the capacity to deceive the general public or, alternatively, that the act is per se unfair or deceptive (as defined by statute or case law). No intent to deceive is required as long as the conduct has the "capacity to deceive" a significant portion of the general public. One use of a standardized (form) deceptive contract that has a capacity to deceive is sufficient.

• Business Law

Business Law
 Corporate Law
 Intellectual Property
 Real Estate Law
 Tax Law
 Agency Law

• Business Litigation

Securities Fraud
 Contract
 CPA Litigation
 ERISA
 COA
 Commercial
 Bankruptcy
 Will & Estates

• Bankruptcy

Bankruptcy
 Debtors
 Creditors

• Arbitration

Commercial
 International
 Mediation

• Financial Fraud

Investigation
 Disputes

• Real Estate

Real Estate
 Litigation

• Business Torts

Business Torts
 Litigation

DeC 1124

Often the most difficult element to prove is number three: the acts affect the public interest. If the action is not a per se violation, the plaintiff must show a pattern of business conduct likely to be repeated or with the potential of affecting more than one member of the public using a five-part test: 1) Was the act or practice part of the defendant's business? 2) Was it part of a general course of conduct? 3) Did it take place repeatedly prior to the act involving the plaintiff? 4) Is there a real potential that the act will be repeated after the act involving the plaintiff? 5) If the act was a single transaction, where many consumers were harmed?

Emotional damages even if related to the business or property damage are not recoverable under the CPA.

WA Consumer Protection Cases

- Insurance Agent's negligence can be CPA violation. Peterson v. Big Bend Ins. Agency, Inc., -- P.3d ---, 2009 WL 539952 (Wash.App. Div. 3)
- Consumer Protection Act Claims Assignable - No Exception for Fraud under Economic Loss Rule - Duty of Good Faith Does Not Create Warranty (Carlile v. Harbour Homes, Inc., - Div I 2008)
- Debt collection is subject to the CPA (Stevens v Omni Insurance - Div. I 2007)
- Violation of legal ethics can be a CPA violation by Lawyer (Cotton v Kronengerg) WA App 4/02
- Negligence and incompetence of professionals not a CPA violation (Haberman v WPPSS)
- Title Company giving legal advice - Lead case defining CPA violations (Hangman Ridge) WA SC 5/86
- "Universal" remote control not CPA violation (Hertzog v Web TV) unpublished WA App 7/02
- Need damages to support CPA attorney fees; damages must be alleged to be less than \$10,000 for RCW 4.84.250 (Goodwin v Scharlds) Unpublished WA App 8/02
- Statute of Limitations - discovery rule (Criss v Ehram) WA App 12/00
- Class Action - Treble damages - discovery sanctions-attorney fees (Smith v Behr) WA-App 9/02
- Substantial Compliance with licensing statute sufficient WA SC 9/02
- Consumer Protection laws apply to everyone: No separate standing requirement - Not limited to consumers - No reasonable reliance - Minimal injury 4/2009
- Must have damages - discussion of items that do not count as damages under CPA. Ledcor 2009.

Administrative
International
Expert Witness

• Administrative

• International

• Expert Witness



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Exhibit 8



Mark DeCoursey <mhdecoursey@gmail.com>

Settlement Issues

| Messages

McBride, Ryan P. <McBrideR@lanepowell.com>

Thu, Feb 11, 2010 at 5:41 PM

To: Mark DeCoursey <mhdecoursey@gmail.com>

I spoke with Hickman and discussed our position on a "dark clause." He will communicate with Windermere and the insurer and get back to us.

I received your phone message. Total fees since the notice of appeal are about \$92K, around \$62K of which are mine. Bear in mind that (a) not all of that will be recoverable if we win on appeal (only those bills directly related to the appeal can go in our fee application), and (b) it does not include the significant time I will bill preparing for oral argument. The 1.3 multiplier would not apply to a recovery of fees on appeal.

Ryan P. McBride

Shareholder, Bio | VCard

Lane Powell PC

1420 Fifth Avenue, Suite 4100

Seattle, WA 98101-2338

Direct: 206.223.7962

Cell: 206.805.9555

www.lanepowell.com

Lane Powell, one of Washington's "Best Workplaces" and a "Top Corporate Philanthropist" (Puget Sound Business Journal), and one of the "100 Best Companies" and "100 Best Green Companies to Work For in Oregon" (Oregon Business magazine).

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