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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

FOR THE COUNTY OF KING

LANE POWELL, PC, an Oregon professional corporation,  
  
Plaintiff,  
  
v.  
  
MARK DECOURSEY and CAROL DECOURSEY  
  
Defendants

No. 11-2-34596-3 SEA

**CERTIFICATE AND  
DECLARATION OF  
TRANSCRIPTIONIST**

I, Cecelia Carson, under the laws of perjury of the State of Washington, being qualified to testify, hereby testify as follows:

1. I am a certified transcriptionist in the State of Washington.
2. I am the person who transcribed the recorded conversation held in the referenced matter purported to have occurred on February 28, 2011.
3. The transcript below is a full, correct, and complete transcription of the recording presented to me in a WAV file given to me by Carol DeCoursey.
4. I have assigned personal names to the individual voices based on the context of the recording and initial information provided to me by the DeCourseys.
5. I have verified my transcription against the analog recording on cassette tape and found it to be accurate.
6. This certification is based on my personal knowledge and is true and correct to the best of my knowledge.

## TRANSCRIPTION OF CONVERSATION

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GRANT: Good morning.

CAROL: Hey, hi. Hold on for a minute. I'm just trying to get my recorder to go. We want to record this so that-, is this right, Mark? We wanna record this so that we don't disagree on what you're all told us to do. OK. All right. Mark's gonna go out to the kitchen and he'll pick up.

GRANT: No, we're not gonna have you record it 'cuz then we have to worry about whether it's been edited.

CAROL: I beg your pardon?

GRANT: I'm not consenting to having you record it.

CAROL: You don't want us to record this conversation?

GRANT: No, I don't think so.

CAROL: Well, why not?

GRANT: Are you recording it right now, Carol?

CAROL: Yes, I am.

GRANT: Well, when you do . . .

CAROL: It's-, we know what the law is, Grant. We've been through this . . . with other lawyers who specialize in the area when we were pro se. Look, I don't see what the problem is.

GRANT: I-, I think that it's very sad that you're feeling that you need to record this.

CAROL: No, but . . . here's the reason. This must be very important, what you're going to say to us. You won't put it in writing. So, and when we hang up the phone . . .

GRANT: You know, we put everything in writing. We had . . . about two weeks worth of extensive email discussions with you.

CAROL: OK. Well, then what's the purpose of this call?

GRANT: The purpose of this call is to evaluate where we are and to describe for you what-, what your options are so that you can make some de-, you can make the decision that we've asked you to make for the last week.

1 CAROL: Yeah, but then . . . all right. Well, then go ahead. There shouldn't be any problem with  
2 us recording this then. If you committed it to writing already?

3 GRANT: I don't know. How many emails have we've exchanged, Carol? You probably have  
4 them all out in front of you.

5 CAROL: Yeah, well, all right. Well, let's just get on with it. Go ahead. We're-, we're listening to  
6 you, Grant.

7 GRANT: OK. Well, thank you very much. [Person speaking in background: Is Mark on the  
8 phone?] Is Mark on the phone by the way?

9 MARK: Yeah, I'm on the phone.

10 GRANT: OK. Is there anybody else on the phone?

11 MARK: No.

12 GRANT: OK. 'Cuz I have Andrew and-, and Ryan McBride here. Andrew Gable and Ryan  
13 McBride. Andrew is one of the lawyers, as you know, who tried the case for you.

14 CAROL: Yes.

15 GRANT: [inaudible] And Ryan is the attorney who . . . successfully found the case in the Court of  
16 Appeals for you. So . . . that is who we have here in the room, obviously, with me, as  
17 well. The purpose of the call was . . . to let you know that following the emails that we  
18 received and exchanged with you on Friday, Ryan put some additional time looking as  
19 to-, looking over the weekend to see whether we missed any issue or a argument with  
20 respect to the consumer protection claim that-, that we've been discussing for the last  
21 several weeks. So I-, I'm gonna ask Ryan to describe-, describe his review and also to  
22 outline the options that we have available going forward from today, because *today*  
23 decisions have to be made.

24 CAROL: May I ask a question?

25 GRANT: Well, I think it would be important for us to be able to present this information to you,  
26 Carol. You have a question? A short question because I don't wanna move off of that  
27 agenda.

28 CAROL: Yeah, what-, what is the problem with a continuance?

1 GRANT: We'll describe that. We'll talk about that.

2 CAROL: OK.

3 RYAN: Hi, Mark, Hi, Carol.

4 CAROL: Hi, Ryan.

5 RYAN: It sounds like I might have had a better last weekend than you did. At least I was on  
6 vacation.

7 MARK: Yes [laughs].

8 RYAN: But I was in Canada, as well. In Whistler.

9 CAROL: Oh, nice.

10 RYAN: So I wanted to go back and look at the CPA issue with an eye towards what I understand  
11 to be what you would like us to do, and that is a effectively cross petition, asking for the  
12 recovery of attorney's fees via our CPA or via the CPA, which is one of the many issues  
13 in our Appeal. And in-, it went back to the issue of what's recoverable under the CPA,  
14 and you know, of course that the-, the term 'a cost' is a loaded term and, as you know,  
15 because of the Court of Appeals in substantive decision on the \$40,000 cost issue, that  
16 the Washington Courts have interpreted that in the context of the CPA to mean the same  
17 thing as cost in litigation, generally, which I think is defined by our CW or [inaudible] for  
18 something. I don't know . . .

19 MARK: Yep.

20 RYAN: . . . the numbers. So I went back to find out how that had been interpreted and it goes  
21 back, I think, to a 1986 Supreme Court case, the Nordstrom case. That's when the  
22 Supreme Court in the first instance said 'Cost under the CPA mean the same thing as  
23 costs under the general litigation statute, and that to award anything more to a CPA  
24 claimant with, to give them, I don't know the terminology, but a benefit or a windfall  
25 that-, that's not-, to which they're not entitled under the statute. So that's our baseline.

26 CAROL: So that was a-, that was a Court decision?

27 RYAN: That was the Washington Supreme Court.

28 CAROL: OK. Very good.

1 RYAN: And then that law has not changed and I think just as recently as '80-, or as 2006, the  
2 Supreme Court reiterated the meaning of cost, being under the CPA, meaning the same  
3 thing as cost in litigation, *generally*. Now, there is a . . . there is a maximum of-, of  
4 statutory interpretation that says, you know, when a Court, especially the *highest* Court  
5 interprets statutory terms, the legislatures need to know about it, and if they don't like it,  
6 they can change the law. Well, this has been on the books for 25 years. The legislature  
7 has *never* shown any disapproval of the way that the term 'cost' is defined as-, as  
8 tantamount to an RCW 4A for a cost of work. And . . . from our perspective, there is  
9 absolutely no basis, especially in our case, given the overall strategic goals of-, of trying  
10 to make such a request to the Supreme Court if ultimately the question of whether or not  
11 the CPA should be broadened to sweep up recovery of other costs, to include say, some  
12 of the things on that \$40,000 invoic-, or cost award that we received in the-, in the trial  
13 court. And / or attorneys' fees for a non-CPA claims, then that would have to be  
14 something that is done by the legislature. And I would . . . I would say parenthetically  
15 that the issue with respect to costs, I mean, at *most*, you know, we really shouldn't be  
16 talking about the attorneys' fees for-, for litigating claims unrelated to the CPA. Even  
17 the-, even the CPA jurisprudence that I just mentioned, I mean, what they're talking  
18 about is expenses that would be more than the cost awarded under 484. You know, I  
19 don't know, pick something . . . a rental car or something like that, and people have  
20 made the argument that that should be recovered. It was-, it was necessary for my CPA  
21 award and it should be a *cost* under the CPA and of course, the Courts have come down  
22 and said, 'No, you can't get that under 4 A 4. You can't get it under the CPA. No court  
23 has-, and the statute doesn't remotely would never, as it's written, the statute allows only  
24 fees, incident to the CPA claim. So even if *cost* meant *expenses* incident to the CPA  
25 claim that are greater than 4 84 costs, there, there's even less on the basis to say that the  
26 RYAN: CPA could be interpreted to sweep up attorneys' fees that have nothing to do with the  
27 CPA claim. And so, you know, that . . . that was our . . . that was my reaction all along  
28 and that's the basis upon which I have strongly recommended that you allow us to file the

1 brief that I've written and not cross petition, just on the *legal* issue of . . . I don't think  
2 there's any basis for it and-, and it certainly would never be *granted* as a substantive  
3 matter. But you know how I feel strategically, to cross petition on *any* issue. It doesn't  
4 matter what the issue is, really. It just doesn't make any sense. It just increases the odds,  
5 however slight or however great, that someone on the Supreme Court will decide to hear  
6 the case, and we don't want that because ultimately, we wanna protect what we have in  
7 hand, which is the-, the verdict, the judgment and the favorable Court of Appeals  
8 decision. So I just wanted to reiterate from certain, more of a legal perspective why it is  
9 that we strongly are recommending that you go forward with-, with the Answer to the  
10 Petition that I've-, that I've drafted. And it just doesn't make any sense to do anything  
11 other than that, from a legal and particularly, a strategic point of view.

12 So but we've articulated all that before, I think, many times, and I think you understand  
13 that pretty well, and it seems pretty clear to us that you have a difference of opinion.  
14 You're, of course, are entitled to have a different opinion but we are not compelled to  
15 agree with you, and I think that puts us where we are today.

16 CAROL: OK.

17 GRANT: Do you have any questions before we go to the next topic?

18 MARK: Yeah, just to-, just to reiterate what . . . and I appreciate all of that explanation. The-, of  
19 course the . . . when we get down to the cost of the suit, they're extremely narrow. Like,  
20 you can-, you can . . .

21 GRANT: I know. I mean . . .

22 MARK: . . . do a . . . a . . .

23 GRANT: . . . you know, it-, it . . .

24 MARK: . . . You can include your-, your . . .

25 RYAN: . . . A lot of people, including our clients, anytime we prevail, either in a trial court or in  
26 a Court of Appeals, the-, the entitlement to costs never covers all of the expenses incident  
27 to winning the case.

28 RYAN: That's the American rule unfortunately.

1 MARK: Yeah, I mean, actually . . .

2 RYAN: It was the Washington rule and it was [inaudible] Are an exception to the American rule  
3 and give the winner *something* where ordinarily they're entitled to nothing. For instance,  
4 if you or anyone say, brings a claim for fraud. Not a CPA claim or not a contract claim  
5 that has an attorneys' fee provision in it, and they have every right to bring a fraud claim  
6 because they were defrauded in the most egregious way possible, and the defendant  
7 defends the case and loses at trial or loses on summary judgment. The plaintiff who's  
8 been done enough of injustice and has paid a lot of money, to pay for  
9 RYAN: attorneys and to pay for the costs and expenses of litigation. At the end of the day, other  
10 than the judgment, which would not include an attorneys' fees award, would get in terms  
11 of cost only what the statute allows, which, I think you know now, Mark, is very little . . .

12 MARK: Yeah.

13 RYAN: . . . and that is . . . that is the law. I . . .

14

15 MARK: Well, yeah, but there's a discretionary . . .

16

17 RYAN: . . . we can argue and otherwise probably agree that it's-, it's that, you know, it would be  
18 better for winners if RCW 484 allowed for more costs to the prevailing party, but it  
19 doesn't.

20 MARK: OK. And the-, the other part of that . . . our issue here is that Windermere is picking legs  
21 of the CPA stool, such as proximate cause and-, and the . . . the see, economic loss  
22 doctrines and so on that they were arguing in the Appeals Court, and still that wasn't  
23 CPA even though CPA was dependent on all of those things in order to come to a CPA  
24 decision.

25 RYAN:: Well, no, we've been over this before. When I filed my affidavit in support of our fees in  
26 the Court of Appeals, I . . . and I think you'll agree, I used . . . argued for sweeping in as  
27 much of the Appeal, generally, as I could within the ambit of the CPA, in order to  
28 maximize the fee recovery, and I think ultimately we got about *half* of what the actual

1 fees were. And I was very pleased because a more simplistic analysis that I was, you  
2 know, that the Commissioner could have taken was well, you know, the CPA was five  
3 pages of a 75-page brief and that's, you know, that's it. I-, I think I did a very effective  
4 job of explaining my methodology for why the other chunks of the Appeal were integral  
5 to their Appeal of the CPA judgment. The fact that things relate or . . . There's no doubt  
6 that many discreet issues did not touch the CPA issue. In other words, if they had  
7 *appealed* everything but the CPA claim, you know, I would have had to hash out big  
8 chunks of that Appeal the same way that I did anyway, and that's why it would not be  
9 ethical for me to have suggested that we were entitled to everything and when the Court  
10 of Appeals expressly ruled that we were entitled to-, only to those fees related to the CPA  
11 claim. And so, you know, we did what we *could* given that limitation, which by the way  
12 is the *correct* limitation.

13  
14 MARK: I don't know what-, what your standards of correct would be there. I-, I know that that's  
15 . . .

16 RYAN: But what I mean is that when you have an Appeal that has multiple issues, some of which  
17 give rise to an entitlement to attorneys' fees and others which do *not*, the prevailing party  
18 on appeal is entitled to fees related to those issues on appeal that have an underlying  
19 entitlement to fees. But not to the others.

20 MARK: I hear you. OK.

21 RYAN: That's clear?

22 MARK: Yep.

23 RYAN: And-, and-, and I-, and you know, because we've been over it, that that's the same rule, I  
24 think, that will apply in the Answer to the Petition for Review. And so, while Answer to  
25 the Petition for Review has five or six issues, I can't recall now, you know, only one of  
26 them is devoted to the CPA. And only my *time*, assuming the Court grant-, denies the  
27 Petition, and grants an award of *fees*, it should, and you know, I don't know what it  
28 would it *do*, but the Commissioner would likely limit it again, to those fees related to

1 answering the Petition for Review as it relates to the CPA claim. And I think you're  
2 aware of that. I've-, you've . . . you've suggested you know that, as well, and that that,  
3 that would likely be the result in terms of the fee award in the Supreme Court.

4 MARK: Yep, that's part of our concern.

5 RYAN: Yeah. I mean, it . . . it may not . . . be fair in a . . . cosmic sort of way. But it is what  
6 the law is.

7 CAROL: Has nothing to do with equity.

8 RYAN: It doesn't.

9 CAROL: Yeah.

10 RYAN: It does not and . . . in Britain, as you may know, they *allow* people who win lawsuits to  
11 recover their fees from the loser, and their expenses, I guess, but I don't-, I don't know  
12 about that. But I know that's the British rule. And a lot of people complain about the  
13 American rule being fundamentally unfair, denying people who are without a lot of  
14 means, from vindicating their rights. But the American rule has been the American rule  
15 for hundreds of years. I-, I can't-, I can't *change* it in this case because it's not fair,  
16 equitable as it applies to you. It's . . . it's fair and equitable in some cases, and it's not  
17 fair and equitable in other cases.

18 CAROL: OK. Thank you Ryan.

19 RYAN: Yeah, and . . . look, I mean, as an aside, I hope this is obvious to you. If-, if there was  
20 . . . an argument that I thought wouldn't hurt us and was . . . [sighs] meritorious or had a  
21 chance at meritorious, that would increase your recovery, attorneys' fees or otherwise, I  
22 would *make* it. I've always made the best arguments for you.

23 CAROL: Uh-huh.

24 RYAN: My efforts to maximize your recovery and to vindicate the wrongs that were *done* to you,  
25 . . . and if anything, this . . . torturous debate that we've been having over the last two  
26 weeks . . . should demonstrate that we feel so strongly about what is in your best  
27 interests that . . . that, you know, that we're . . . that we're pushing back so hard when  
28 we think you're-, you're . . . you're inclined to take a strategy that we think will

1 ultimately or *could* at least . . . be detrimental to your overall position today. And as your  
2 *lawyers*, that's what we have to *do*. We have to tell you what the risk is and why we can't  
3 recommend that you do it and . . . and you know, I'm-, I'm saddened that it has taken  
4 this long. I believe we've been so clear about that for so long. I hate that we're on the  
5 date of a deadline and we're still having the same fundamental discussion. And . . . and  
6 hope that none of this last two weeks a-, arising from any doubt you may have that  
7 RYAN: we are not working in your best interests. We are to this very minute on this phone call  
8 keeping *your* interests first and foremost. Period.

9 GRANT: [pause] So the next subject we need to discuss is where do we go from here? And  
10 obviously something has to be filed with the Court today. Our recommendation has been  
11 and continues to be that you authorize us to file the brief that Ryan wrote, which I think  
12 you agree is excellent.

13 CAROL: By the way, I wonder Ryan, if you had a chance to have a look at what Mark wrote about  
14 the Smith case and do you consider it worthy of being included in your brief?

15 RYAN: I'll-, I'll look at it again. I think we . . . again, there's an issue of duty versus causation  
16 and I think Mark's second email on the topic is more on the causation issue, although it  
17 struck me as more to the foreseeability issue . . .

18 MARK: Yeah.

19 RYAN: . . . we address in the legal causation and not in the Smith context. I can look at it again.  
20 I can tell ya . . . If that's what's hangin' this up, Mark? I will insert a citation to that trial  
21 testimony.

22 MARK: [laughs] No, it's in a separate-, I intended it to be in a separate thread.

23 CAROL: What do you mean in a thread. It's gonna-, if it's relevant and-, and Ryan's eyes, it goes  
24 into this Response to the Petition.

25 MARK: Yes.

26 CAROL: There's no thread about that. What do you mean in a separate thread?

27 RYAN: I think that's a computer term, right?

28 CAROL: [laughs] Yeah, right.

1 GRANT: Short-cut.

2 RYAN: As I understand it, what Mark means is that it may mean a sentence or two, along with  
3 the cite. Again, I-, I'm not gonna say that I . . . I'll . . . I'll look at it again, Mark, if-, if  
4 that-, if . . . I think the arguments, as written make the point just fine. But if, if you-, if  
5 you think that'll make it stronger or it's incredibly important to *you*, I don't see a  
6 *downside* from saying that as an added point and could include it.

7 MARK: One aspect . . .

8 CAROL: OK.

9 MARK: . . . that was important about it was that Mr. Davis keeps asserting that there's never been  
10 a complaint to Stickney and that there's never been a problem and that he had no way of  
11 knowing that anything could have come this way, and that's-, he's arguing from foresee  
12 ability. That he could never foresee that things would go wrong.

13 RYAN: Right, and we *do*, at *length* in the brief, talk about the Calmes [SP], his deposition-,  
14 testimony.

15 MARK: Right, but that particular part of it that she says they talked to Paul numerous times in  
16 there and it's a . . .

17 GRANT: Now, there's a call . . .

18 RYAN: And I don't know-, this isn't the . . . I'll go back but recall that the testimony was . . . A,  
19 there was never any workmanship problems that the [inaudible] has testified about. It  
20 was a *delay* issue.

21 MARK: Oh, no. You have to see that part that I-, that I wrote about there.

22 RYAN: OK.

23 MARK: That email that I wrote you, she says, 'Things were wrong. She's seen renovations  
24 before. She's been through a number of them, and they weren't doing things right, and  
25 they were messin' up all over the place.'

26 RYAN: OK. Maybe it was that she didn't-, she couldn't testify that she communicated that to  
27 Stickney.

28 MARK: She actually *did*.

1 CAROL: Yeah. She-, she said that in the trial.

2 RYAN: OK.

3 CAROL: Yeah.

4 RYAN: Well, that's certainly relevant to the foresee ability analysis, but then again, we have a  
5 *jury* finding on that issue, which ultimately is worth a lot more than the specific  
6 testimony. But I don't-, I don't have a-, I don't have a . . . This-, this-, where we are now  
7 is not the-, this issue is not really about where we are *now*, so I'm not . . .

8 MARK: That's right. That's why I said it's a separate thread. Yeah.

9 RYAN: Yeah, thought, and as I have *always* done, Mark, I consider your factual input incredibly  
10 important and have taken cues from you and Carol many times throughout this case. And  
11 to be fair to me, when I think that your suggestions don't advance the ball, I leave 'em off  
12 the table and I think you've been perfectly happy with my judgment on those issues.

13 MARK: That's why we've offered them as suggestions. We concur.

14 CAROL: [laughs]

15 RYAN: But . . . and that's-, that's really not, I think, the issue that's holding up your decision  
16 whether to go forward with this version of the brief or not.

17 MARK: That's correct.

18 GRANT: So, as I was trying to frame the issue that we have before us, we have a brief that Ryan  
19 has prepared and is ready to file. If you want it, what-, what I'd like Ryan to des-, to  
20 describe now is if you want to seek an extension . . . We haven't already had an  
21 extension and having fully understood and our-, our concerns with what you-, what you  
22 had asked to be included in the brief, back to the CPA, Mark-, uh, Ryan, can you describe  
23 where we go from here, what our options are.

24 RYAN: Well, I-, I think, ultimately if-, if you can't get onboard with-, with the brief then we-, we  
25 have a fundamental disagreement about the way that the Petition needs to be addressed  
26 and I think at that point then we really have no alternative but to withdraw from the case.  
27 I-, we don't wanna leave you hangin' on the date of the deadline and that, and we  
28 wouldn't do that. But I think the best way, the best solution would be for me to file a

1 motion for extension of time. I'll ask for 30 days. I'll be very explicit in that I'm-, that  
2 we're filing a motion to withdraw because of fundamental disagreements have risen, and  
3 that we intend to withdraw from the case, and that you need a-, you need *time*. And  
4 that's why I suggest 30 days instead of like a week, for you to explore or retain other  
5 counsel, something along those lines. Because I-, you need to-, you need to have *time* if  
6 we're no longer representing you. And we wanna ensure that we ask, on the hope that  
7 it's granted, for you to have time to find an alternative, you know, some other lawyers to  
8 represent you and to consider the same things that we've been talking about.

9 GRANT: Have you had anybody else review the brief and the arguments? You know, a lawyer?

10 MARK: I don't think anybody's looked at it.

11 CAROL: Yeah, no.

12 GRANT: Pardon me?

13 CAROL: No.

14 MARK: I don't-, I don't think anybody's looked at it, no.

15 GRANT: Well, you either know or you don't.

16 CAROL: No.

17 GRANT: Is that correct, Mark?

18 MARK: Yeah, that's correct.

19 GRANT: OK.

20 RYAN: So . . . so that's, I think, I think that's where we're at because I don't-, I don't see . . .

21 GRANT: By the way, it would have been fine with us if you did 'cuz we stand behind it.

22 RYAN: Yeah, anyway. Just delaying it for another week, I think, probably won't get us any  
23 farther. I mean it seems that we've been around the same issues. So but we need to-, we  
24 need to move fairly quickly at this point. If I file a motion for extension of time and a  
25 notice of intent to withdraw, I have to do those things today. I can do it by email, for  
26 sure. But I wanna get started. I have . . . I have a 1:30 call. Andrew will be prepared to  
27 help me and we certainly can get 'em both on file without a problem before the close of  
28 business today. I-, I can't-, I can't guarantee you that it'll be granted, the motion for

1 extension of time. I think, Carol, that your impression of the Court is correct, and that  
2 they are fairly liberal when it comes to affording litigants every opportunity to present  
3 their arguments, and so they don't get tripped up on . . . procedural issues as much as  
4 some of the courts would. And I think that coupled with a-, a Notice of Intent to  
5 Withdraw, the chances of them granting the motion are extremely high.

6 MARK: OK.

7 CAROL: All right, folks, we'll . . . OK, what Mark and I will just discuss it and we'll be back to  
8 you shortly. Do you have any other questions, Mark?

9 MARK: No, I-, I think this is as far as we can push an oral conversation.

10 GRANT: I think one last-, one last thing. We-, we would . . . we *don't* want to withdraw. I mean  
11 . . .

12 RYAN: Yeah, I hope that's become . . .

13 GRANT: I hope that's clear.

14 RYAN: Yeah.

15 GRANT: We believe in your *cause* and we believed in your *case*. But we also are constrained  
16 ethically and pursuant to the rules and the obligations that *we* have to the Court, as to  
17 what we can and can't say. And so we've been very frank with you about that. And I  
18 hope you appreciate that Even if you disagree with us, I hope you appreciate that.

19 MARK: Yep. Yes, sir.

20 RYAN: OK, Well . . .

21 CAROL: Thank you, gentleman, yeah.

22 RYAN: . . . obviously, you-, you understand the . . . expediency. Take-, take as much time as  
23 you *need*.

24 MARK: [laughs]

25 RYAN: Yeah, *but* . . .

26 GRANT: But it's almost noon.

27 MARK: Could be in 30 seconds.

28 CAROL: Yeah, OK [laughs].

1 RYAN: Yeah, I am going-, yeah, I have another meeting at 1:30, so I am going to begin preparing  
2 the papers. I don't have to file them, and I won't file them unless you give me authority  
3 to do it, but I-, I have to just so that-, just so that we're in a position to do it. My  
4 secretary leaves at 4:00. We can do it *after* 4:00, but I trust her to do things right. So it  
5 would be my *hope* that within maybe an hour or so you might be able to answer us. It's  
6 not a deadline. I'm just . . . that's my hope.

7 CAROL: And meanwhile, as well as preparing those withdrawal papers, I'm sorry, I lost track.  
8 Are you going to include Mark's suggestions on that . . . Mrs. Calmes's testimony in a  
9 footnote or something?

10 RYAN: Well, I-, if I'm going-, if we're *withdrawing*, I'm not gonna go re-jigger the brief.

11 CAROL: Right.

12 RYAN: OK?

13 CAROL: But if . . . we're not withdrawing, will you have enough time to re-jigger the brief before  
14 it's filed?

15 RYAN: I understood Mark's request, which I'll *consider*. I don't think it would take that much  
16 time . . .

17 CAROL: OK.

18 RYAN: . . . to add that.

19 CAROL: OK. Very good. All right, gentlemen.

20 GRANT: Anything else?

21 MARK: OK.

22 GRANT: And so I can confirm, you did re-, you know, this has been recorded, right?

23 CAROL: Yes.

24 GRANT: OK. Thank you.

25 CAROL: Thank you, sir.

26 MARK: OK.

27 CAROL: Yeah, bye-bye.

28 **END OF RECORDING**

Signed this 12th day of March, 2012.

  
Cecelia Carson

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