

September 23, 2011

Mr. Lewis M. Horowitz, Esq.
Mr. Michael D. Dwyer, Esq.
Lane Powell
1420 Fifth Avenue, Suite 4100
Seattle, WA 98101

Re: Carol and Mark DeCoursey

Dear Mssrs. Horowitz and Dwyer:

This letter relates to LP's refusal to cooperate with the DeCourseys' efforts to obtain payment of their judgment award. Lane Powell has claimed a lien on the DeCourseys' case and judgment. The DeCourseys' object to this lien amount and LP's right to receive payment of the amount claimed.

Notwithstanding their objection to the disputed lien amount, the DeCourseys are entitled to the immediate disbursement of the undisputed amount of the judgment.

As background, Lane Powell received notification that the DeCourseys were terminating its services on August 3, 2011. That same day LP filed a lien for \$384,881.66 on the DeCourseys' case and their recovery. As you are aware, the Superior Court has been ordered to recalculate \$45,442 in costs previously awarded the DeCourseys. Even so, the DeCoursey judgment will exceed \$1 million.

As you are also aware, the insurer for the judgment debtor is attempting to effectuate payment of the judgment amount. Given the amount of the final judgment, the lien claim of \$384,881.66, and the \$45,442 cost issue to be decided by the Superior Court, at a minimum, the DeCourseys want the balance of the judgment amount released to them while they attempt to resolve the issues with LP and its lien.

But LP is throwing down stumbling blocks. LP has objected to the funds being deposited in the trust fund of the DeCourseys' new law firm, The Allied Law Group. Despite the fact that the DeCourseys have made it clear they want no further association with LP, LP has insisted the money be placed in the LP trust account.

In an even more egregious error of judgment, LP is objecting to the uncontested money being paid to the DeCourseys until the \$384,881.66 (LP's lien amount) is paid to LP. LP takes this

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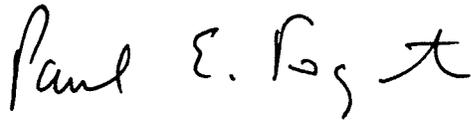
stance after refusing to address the DeCourseys' long-standing objections to anomalies in their account and to the manner in which LP has handled the underlying case including its fiduciary obligations.

By blocking payment to the DeCourseys, LP is attempting to pressure the DeCourseys into paying the disputed lien amount. LP's conduct is akin to extortion (the wrongful obtaining of property from another induced under color of official right).

LP is also violating RPC 1.15A by holding the undisputed amount hostage until the DeCourseys pay the disputed lien amount.

I trust that LP will abide by its ethical and fiduciary duties and immediately withdraw its objection to the payment of the uncontested monies to the DeCourseys.

Sincerely,

A handwritten signature in black ink that reads "Paul E. Fogarty". The signature is written in a cursive, flowing style with a prominent initial "P" and a stylized "t" at the end.

Paul E. Fogarty

PEF