

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

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

**MOTION TO RECUSE Re:  
JUDGE'S FRAUD ON COURT  
AND PEOPLE OF WASHINGTON  
AND SUBJOINED DECLARATION  
OF CAROL DeCOURSEY**

**RELIEF REQUESTED**

Movant requests that Richard D. Eadie recuse himself and apologize for using his status as a King County Superior Court judge to commit fraud on the Washington State Courts and the People of Washington. Movant requests description of circumstances under which case was assigned to Richard D. Eadie and the names and titles of persons involved.

**1. STATEMENT OF FACTS**<sup>1</sup>

<sup>1</sup>Throughout this pleading, excerpts of a hearing held before Judge Eadie on 11/16/12 will be presented. The excerpts were compiled from (1) Carol DeCoursey's memory of events (2) notes taken during the hearing, and (3) the digital recording of the hearing. As allowed by the King County Superior Court, (CD Decl. ¶1, Ex. A) DeCourseys had hired a certified court reporter to record proceedings. But as the hearing began, the judge forbade the court reporter to transcribe her recording. On Nov. 19, DeCourseys learned a copy of the official transcript could not be produced until mid-December (CD Decl. ¶2). Thus Judge Eadie prejudiced

1            Summary: By his violation the Code of Judicial Conduct (“CJC”), the Rules of  
2 Professional Conduct (“RPC”) and other abuses, Richard D. Eadie (“Judge”) has betrayed his  
3 duty to uphold equal protection under law and the unprejudiced hearing of matters before  
4 him; he has used his office to pursue a private agenda and attack critics of Windermere Real  
5 Estate. He has knowingly and repeatedly allowed Lane Powell (“LP”) to lie and has  
6 forwarded their known lies as judicial verities. He has functioned as a surrogate for Lane  
7 Powell and surreptitiously acted as a member of its legal team. By improper use of court  
8 processes, he struck DeCourseys' counterclaims and defenses. In open court, he has made  
9 untruthful statements to mask his prejudice and his conflict of interest. The proceedings in  
10 this case fit the definition of Kangaroo Court.  
11  
12

13            **Kangaroo court:**

- 14            (1) a mock court in which the principles of law and justice are disregarded or perverted  
15            (2) a court characterized by irresponsible, unauthorized, or irregular status or procedures  
16            (3) judgment or punishment given outside of legal procedure.

17            Merriam-Webster Dictionary (online)

18            Acquiescence to Violations of CR 1 & CR 11 and Extortionary Abuse of Process. On

19 10/6/11, one day after LP sued, LP promised to spend “\$800,000” in legal fees in the suit:  
20 that is, to consume the awards from the prior Windermere lawsuit. The threat was made in  
21 violation of Civil Rules 1 and 11. Since DeCourseys did not have a spare “\$800,000” to  
22 spend on legal fees, the threat effectively precluded them from representation. Judge was  
23 told of LP’s threat, which was transmitted by LP’s counsel Robert “Bob” Sulkin (“Sulkin”).  
24 Judge was shown the documentation of the threat at least ten (10) times and told of its effect.  
25 (**CD Del. ¶3, Ex. B**). Judge failed to admonish this extortionary abuse of process and  
26

---

DeCourseys: they had no certified transcript when preparing post-hearing pleadings.

MOTION TO RECUSE RE. JUDGE’S FRAUD ON  
COURT AND PEOPLE OF WASHINGTON - 2

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

1 acquiesced to it. Kangaroo courts are easy to arrange when the victims are *pro se* and the  
2 judge has his own economic interests entangled with the case.

3 Background: Judge is married to a Windermere broker/agent. He and wife Claire  
4 have enjoyed an income from Windermere of at least \$289,000 between 2003-2011. Judge  
5 shares the benefits of the Windermere Retirement Plan (**Exhibits A, B, C, D, E of Dkt. 198.**)

6  
7 During DeCourseys' lawsuit with Windermere, DeCourseys exposed a system of  
8 public corruption that secures Windermere its favored place in the real estate sales market  
9 and urged the eradication of the corruption. DeCourseys have shown themselves to be  
10 antagonistic to Mrs. Eadie's employer and the Eadie family economic interests. In this  
11 lawsuit, which concerns the distribution of award moneys from the Windermere lawsuit,  
12 DeCourseys alleged that LP's malpractice disadvantaged them and advantaged Windermere.  
13 Judge was informed of the issues and DeCourseys' activities at the beginning of the case but  
14 did not recuse himself as required by CJC 2.11. On 8/9/12, just days after learning of his  
15 conflict, DeCourseys asked him to recuse himself **Dkt. 198** but he refused **Dkt. 235**.

16  
17 Court Stacking? At any given time, the Superior Court has approximately 30 judges  
18 on the Bench. The circumstances under which *this* suit was assigned to Mr. Eadie (30-1  
19 chance) should be explained. Stacking a court to achieve a pre-determined result is akin to  
20 insider trading. Appearance that a fixer arranged case assignment needs to be addressed.<sup>2</sup>

21  
22 Lane Powell Appears to Direct 11/16/12 Hearing. From the outset, LP and Judge  
23 sent signals: LP, not Judge, was directing the court. **CD Decl. ¶4.**

24  
25 <sup>2</sup> (1) A fixer is a person who uses influence or makes arrangements for another, especially by improper or  
26 unlawful means (Free Dictionary on-line.) (2) A fixer is a person who intervenes to enable someone to  
circumvent the law or obtain a political favor. (Merriam-Webster on-line.)

1           Judge Admits He Is Disqualified to Hear This Case But Continues. On 11/16/12, at  
2 the beginning of the scheduled “partial” summary judgment hearing, Judge admitted his  
3 disqualification: LP’s counsel made reference to the Windermere lawsuit; Judge  
4 interrupted, saying the issue was “sensitive,” and he did not want the facts mentioned:

5           **Richard Eadie:** Mr. Sulkin you know... I don't want to interrupt too much but I think that the issues  
6 of the Windermere lawsuit are sensitive in this case and I don't want any suggestion in this record that  
7 anything that I am doing here is affected at all by the facts of the Windermere lawsuit. So I'm going to  
ask you to skip over those facts

8           But the “facts” of the Windermere lawsuit and the fallout from those facts comprise  
9 the very subject of the lawsuit over which Judge is presiding. Thus Judge was effectively  
10 admitting he did not want to know the facts of the matter he was judging.

11           Why Make Judges Look Bad? If Judge had no prejudice and no ax to grind, he  
12 would have recused himself. *There are lots of judges in the courthouse -- this case didn't*  
13 *need Richard Eadie. And there are lots of lawsuits –Richard Eadie doesn't need this one.*  
14 Why is he holding onto a "sensitive" case where he must ask the litigants not to mention the  
15 facts of dispute he is adjudicating? Not surprisingly, Judge has shown severe prejudice  
16 against DeCourseys, and has issued a series of non-sequitur and bizarre rulings, up to and  
17 including striking DeCourseys counterclaims and defenses. More below.

18           At Nov. 16 Hearing, Judge Told Untruths About His Wife’s Employment. Later in  
19 the hearing, and despite the “sensitive” nature of the Windermere lawsuit, Carol broached the  
20 subject of Mrs. Eadie’s Windermere employment with Judge:  
21  
22

23           **Carol DeCoursey:** I really do understand your sympathy with the issue of Windermere. It's - we have  
24 done our very best to expose their unlawful actions and the corruption of the government agencies that  
allows them to have an unfair place in the marketplace. And I understand that your wife works for  
25 them and that you love her and she loves you and all of that, and we're sympathetic to all of it... but  
really sir, it doesn't look good, it doesn't feel good and it doesn't... it's not good.

26           **Richard Eadie:** Sure, now I want you to understand too you know my wife was not involved with  
this agent or the office of the agent.

1 **Carol DeCoursey:** I understand sir, yes I do.

**Richard Eadie:** She's an independent agent like most are.

2 **Carol DeCoursey:** Yeah but Windermere operates... believe me we have been through it. Windermere operates as a single company . . .

3 Later, towards the end of the hearing, Judge uttered these words:

4 **Richard Eadie:** . . . Because of my wife's occupation as an independent agent working out of a Windermere office.

5 It is not credible that a lawyer/judge who is married to a Windermere broker/agent of  
6 at least for nine years' standing is oblivious to the corporate structure of that well-known  
7 company, especially as he receives benefits from that company. In justifying his failure to  
8 recuse himself, Judge used two spurious arguments. (1) He stated that Windermere agents  
9 are "independent" of Windermere. This dodge was argued in 2008 by Windermere but  
10 abandoned shortly before the trial when it stipulated to vicarious liability for the agent. Even  
11 so, on 11/16/12, Judge – apparently relying on advice given by Windermere's lawyers or his  
12 wife -- used the same legal argument Windermere itself had abandoned. (2) Judge stated  
13 that the entity opposed to DeCourseys in the Windermere lawsuit was not the same entity for  
14 which his wife works. Wrong. While franchises are individually owned, Windermere is one  
15 company; its agents use "Windermere" business cards, signs, forms, training, resources, and  
16 newspaper ads. Moreover, Judge **knows** he has a "Windermere Retirement Plan." (**Dkt.**  
17 **198**, Ex. D). That Windermere is one company is broad public knowledge, as shown by the  
18 company's website and a recent *Seattle Times* news article.<sup>3</sup> Mrs. Eadie's employer is the  
19 same company that opposed DeCourseys in the Windermere lawsuit. Windermere is a real  
20 estate *McDonald's*. Judge surely knows these facts.

21  
22  
23 Ex Parte Communications Between Judge and Lane Powell. On 11/16/12, oral

24  
25 <sup>3</sup> Windermere's webpage web tells the public it is one company. (**CD Dcl. ¶5, Ex. D1, D2**).

26 On November 11, 2012, *The Seattle Times* published "It's a family affair at 40-year-old Windermere," a copy of which can be found at **Exhibit E**. In part, the article states: "The recent success comes as **the family-owned**

1 argument was scheduled for a hearing on a “partial” summary judgment. **Dkt. 248.** When  
2 LP opened its remarks by referring to a “summary judgment,” Judge interrupted:

3 **Richard Eadie:** One quick question. This was characterized at one point as partial summary judgment  
4 and at another point ...

5 **Robert Sulkin:** Yeah... it shouldn't have been. It's partial in the sense that we have other claims but  
6 they would disappear ... as for all everything. So it's full summary judgment, we have different ways  
7 to get to the same result... So that's why.

8 **Richard Eadie:** OK

9 DeCourseys had *never* been informed that the Nov. 16 hearing was to be a “full”  
10 summary judgment hearing, but both Sulkin and Judge knew. Thus the exchange of  
11 information between Judge and Sulkin must have been Ex Parte. The courtroom exchange  
12 also indicates that Sulkin, rather than Judge, was calling the shots about the program in court  
13 on that day.<sup>4</sup>

14 Judge Permits Lane Powell to Lie Right in His Face. On Nov. 16, Judge permitted  
15 LP to lie egregiously to him, as has been his practice throughout this case and documented in  
16 myriad DeCoursey pleadings. **CD Decl. ¶7** At one point, Sulkin handed Judge a letter,  
17 identified as “Exhibit K.” Sulkin claimed that, in that letter (dated 12/30/08), DeCourseys  
18 had agreed LP’s fees were reasonable. Sulkin told Judge the letter had been sent *to* Lane  
19 Powell *by* the DeCourseys. Mark asked to see that letter and then demonstrated that Sulkin  
20 had downright lied: The 12/30/08 letter had been sent *to* the DeCourseys *by* LP – the  
21 DeCourseys’ names are on the inside address, and the signature of LP’s representative  
22 appears on the signature line. **CD Decl. ¶8 Ex. C.** Judge uttered not a word of surprise nor  
23 disapproval. He ignored LP’s blatant lie, and on the turn of a dime, immediately began to  
24 argue for LP: ***“But you agreed ... that Lane Powell’s fees were reasonable.”***

25 \_\_\_\_\_  
26 **company celebrates its 40th year as an independent company.”** (Emphasis added.)

<sup>4</sup> During the hearing, Judge constantly looked toward Mr. Sulkin for guidance. While ostensibly polite, Judge

1 Mark then pointed out that LP *wrote* the 12/30/08 letter and itself wrote the statement  
2 that LP's fees were "reasonable." In doing so, LP violated RPC 1.8 which forbids a lawyer  
3 from making an agreement that prospectively limits the lawyer's liability to a client for  
4 malpractice. Mark pointed out that the contract was unlawful. Judge did not actually say  
5 "Whatever!" But he was disinterested. He did not care.  
6

7 Road to Nov. 16 Hearing Paved With Lies. No Problem for Judge. Carol DeCoursey  
8 described four flagrant lies LP had certified concerning fundamental facts of the lawsuit.  
9 (Summary of remarks and copies of documents at **CD Dcl. ¶9, Ex.F.**) Carol pointed out that  
10 Judge had *already* been told of the lies and given documentation. Nonetheless she held the  
11 documents up and offered them to Judge. But Judge said he did not want to see them, that the  
12 material was not relevant to the hearing. That is, if the road to the Full/Partial/ [Whatever]  
13 Summary Judgment hearing is paved with lies, so be it -- it's none of Judge's business.  
14

15 Court Rules Forbid Lying in Court. From the conduct of LP and Judge, an observer  
16 might conclude that lying in court is *de rigueur* and a routine courtesy lawyers and judges  
17 extend to each other. Rules of Professional Conduct state otherwise. (**CD Dcl. ¶10**).

18 And what of a judge's duty? The Code of Judicial Conduct makes it imperative that a  
19 judge protect the integrity of the court. See **CD Dcl. ¶ 11** for excerpts of CJC 2.15.

20 Judge's flagrant disregard of the RPC and CJC has turned the proceedings into a  
21 Kangaroo Court (see definition, pg. 2). Lawyers and judges who lie in court or condone  
22 lying destroy the public's confidence in the judicial system and the fabric of society.  
23

24 "Partial" SJ Hearing to Be Followed by "Discovery Conference." On 10/2/12, Judge  
25

26 summarily disregarded DeCourseys' statements of facts and legal arguments. (See **CD Dcl. ¶4**.)

1 issued an Order (**Dkt. 248**), scheduling a discovery conference following the hearing on LP's  
2 motion for partial summary judgment. Apparently speaking from prior *ex parte* agreement  
3 with Judge, on 10/22/12, LP boldly announced that the (court-ordered) discovery conference  
4 would be off-the record. How would LP know?

5  
6 "Further, the DeCoursey's argument wrongly assumes that the discovery conference will be held on  
7 the record. The proposition that a court-ordered discovery conference somehow erases the Court's  
8 previous rulings regarding tape recording of discovery conferences is completely without merit." (Oct.  
9 22, 2012, **Dkt. 261**, Page 8, Lines 5-8.)

10 Post-Hearing "Discovery Conference" Vaporizes Without Explanation. DeCourseys  
11 were concerned an off-the-record abuse of judicial process would occur on 11/16/12 and told  
12 concerned citizens about the situation. As a result, nine witnesses showed up at 1:15PM,  
13 fifteen minutes before the Nov. 16 hearing. As mentioned above, when the hearing began,  
14 the "partial" summary judgment hearing had morphed into a full summary judgment hearing.  
15 But even more mysterious: the post-hearing "discovery conference" vaporized entirely. Not  
16 a word of that conference was mentioned on 11/16/12 either by LP or Judge. DeCourseys  
17 had not been told the conference was cancelled, but obviously LP and Judge knew, having  
18 apparently exchanged information on that issue Ex Parte.

19 Engineering of Discovery Confrontation: On the very day it filed suit, (10/5/11), LP  
20 served discovery requests in violation of Civil Rule 26(b), demanding DeCourseys waive  
21 ALL attorney client privilege on ALL subjects. On 11/3/11, DeCourseys asked Judge for  
22 discovery protection under CR 26(c), but he denied their motion – *without citing law or*  
23 *reason*. Dutiful judges don't do that. On 11/9/11 (**Dkt. 16**) and 11/21/11 (**Dkt. 24**),  
24 DeCourseys moved for a court-supervised discovery plan. LP did not file a timely  
25 opposition or propose an alternative plan. But on 12/12/11, Judge denied the motion (**Dkt.**  
26

1 44), even though CR 26(f) does not give him that option. Dutiful judges don't do that.

2 Judge Baites the Trap. Paradoxically, when Judge denied DeCourseys' request for a  
3 discovery conference on 12/12/11, he wrote: "... civil rules will govern discovery." (Dkt.  
4 44) In that and other statements (e.g., Dkt. 98), Judge led DeCourseys to believe he was  
5 protecting their attorney client privilege under CR 26(b), ER 502, and *Pappas v. Holloway*.  
6 But LP insisted DeCourseys' privilege had been waived. On 12/6/11, DeCourseys filed a  
7 motion asking Judge to clarify his position vis a vis their attorney client privilege. Dkt. 38.  
8 On 12/14/12 LP objected. Dkt. 49. (Why would LP object to clarification?) On 12//16/11,  
9 Judge refused to clarify his orders on privilege. Dkt. 53. How many real judges would  
10 refuse to clarify their orders so that the litigants could comply with those orders?  
11

12 Judge Snaps The Trap Shut. Surprise! On April 27, 2012, without ever ruling that  
13 DeCourseys' privilege was waived, Judge held DeCourseys in contempt and sanctioned them  
14 for not producing privileged material as though he had waived privilege already. Dkt. 106A.  
15 This sequence – akin to “sentence first, verdict afterwards” -- might have been designed by  
16 the Queen of Hearts in *Alice In Wonderland*.  
17

18 Judge Gives Lane Powell A Home Run. This alleged/contrived discovery  
19 violation/contempt of court was then used as an excuse to dismiss all DeCourseys'  
20 counterclaims and defenses. (Done on 7/6/12, Dkt. 164.) These counterclaims and defenses  
21 included: breach of fiduciary duty, fraud, breach of contract, conflict of interest, malpractice,  
22 Consumer Protection Act violation, malicious prosecution, unjust enrichment, and extortion.  
23 The discovery brouhaha was very convenient for LP; Judge used it to hit a home run for the  
24 firm. Remarkable! **Thanks to Judge, LP was able make nine claims disappear without**  
25  
26

1 **ever addressing the evidence!**

2 Lane Powell Denies CPA Basis for Fees Award. On 11/20/122, *Seattle Weekly Blogs*  
3 published “‘Fixer-Upper From Hell’ Spawns Court Case From Hell.” Regarding the  
4 Windermere case, The *Weekly* quoted Robert Sulkin on the fee issue, thus:

5 “ . . . judges don’t usually grant *any* attorneys fees in such a case.” (CD Decl. ¶ Ex.G)

6 Wrong. The Windermere suit was a Consumer Protection Act suit. Under RCW  
7 19.86.090 , a successful CPA claimant recovers “the cost of the suit, including a reasonable  
8 attorney’s fee.” The CPA was one of the authorities LP cited when requesting a fees award!  
9 Obviously LP’s counsel does not know the facts -- or is telling another whopper.

11 Lane Powell Misrepresents Judge’s Words. Towards the end of the 11/16/12 hearing,  
12 LP offered to add Judge’s spoken words to the previously prepared written order. But Sulkin  
13 wrote different words, with different meaning. Sulkin created a “mutated” order.

14 Judge Signs Mutated Order Anyway. In yet another “Whatever, boss” gesture, Judge  
15 simply signed off on what Sulkin had written, without checking that he faithfully represented  
16 Judge’s words. Who was actually running the show? Judge acted less like a judge and more  
17 like a junior member of LP’s legal team.

19 DeCourseys Refused to Sign Mutated Order. Sulkin asked DeCourseys to sign, but  
20 they refused. The handwriting was illegible and unverified. Judge inquired, stating Sulkin  
21 had only written Judge’s words – but that was not true. Judge hadn’t checked and obviously  
22 did not care enough to do so. **Exhibit X.** (Certified transcript unavailable. See Ftn. 1)

24 Flaws in the Mutated Order: (1) Did not contain words uttered by Judge as part of  
25 Order (2) Contained words (with different meaning) not uttered by Judge (3) Caption read  
26 Order was for “partial” SJ, while the court held a hearing for a “full” SJ (4) Did not conform

1 to Rule 56(h) – omitted DeCourseys’ “documents and other evidence” called to attention of  
2 the court (5) Issued on the basis of provable lies told and allowed to stand during hearing.

3 DeCourseys Request Correction. Later, in their home office, and via email with  
4 Sulkin, DeCourseys deciphered Sulkin’s handwriting on Mutated Order. In follow-up email,  
5 DeCourseys requested that the Order be changed to reflect the judge’s ACTUAL order, as  
6 Judge uttered in court, other corrections be made, and that it conform to CR 56(h). See  
7 especially Mark’s email of 11/26/12 at 9:27 PM and Carol’s email of 11/26/12 at 1:38 PM  
8 The court promised to the correct Mutant Order pending LP’s approval. **DC Decl. ¶13 Ex H.**

9 Mutated Order Becomes Fact-Finding Summary Judgment Hybrid. On 11/26/12  
10 Lane Powell revised the 11/16/12 Mutated Order and submitted a new proposed order. The  
11 caption announced it was a [full] “Summary Judgment” order. **Exhibit Y.** However, the  
12 text revealed it not “full” after all: LP must now justify its “damages” and Judge must make  
13 a factual determination of same. (Pg. 2, Lns. 24-et seq.) Thus LP/Judge hybridized a “full”  
14 Summary Judgment procedure to include a round of fact-finding. To the best of  
15 DeCoursey’s knowledge, Judge has not filed the 11/26/12 hybridization.  
16

17 Conclusion: Judge may use the 11/16/12 Mutated and the 11/26/12 Hybridized  
18 Orders to clean out most or all the funds DeCourseys deposited in the Registry of the Court  
19 (\$384,881.66), make a grab for the \$57,036.30 held in a Supersedeas Bond, and give the  
20 money to LP. If so, Judge, having presided over this Kangaroo Court, will be the principal  
21 player in the HEIST of moneys to be taken from DeCourseys without due process. And he’ll  
22 sure give critics of Windermere an object lesson!  
23

24 Judge has held DeCourseys in contempt of court, but DeCourseys courteously  
25  
26

1 suggest it is Judge who is in contempt of court. He has treated *pro se* DeCourseys like a fly  
2 speck on his judicial robes. DeCourseys remind Judge that the U.S.A. is a democratic  
3 republic; that legitimate political power arises from individuals, and is delegated by them to  
4 government; that a judge is a civil servant and does not wear a crown. A judge does not sit  
5 on the Bench to exercise his grudges against critics of his wife's employer. He does not sit  
6 on the Bench to serve the privileged 1 per cent, let their lawyers lie -- and earn big money for  
7 doing so. A judge should dispense justice to all -- even members of the 99 per cent.

9 **STATEMENT OF ISSUES**

10 Should Judge (1) run a Kangaroo Court (2) Issue hybridized finding-of-fact summary  
11 judgment court orders (3) Forbid the creation of a certified transcript, in defiance of superior  
12 court procedures (4) Make false statements in court (5) Service moneyed interests --and his  
13 own -- at the price of justice? (6) What were circumstance of the assignment of this case to  
14 Judge, and the names and titles of those involved in the assignment?

16 **EVIDENCE RELIED UPON**

17 Statements in Court, November 16, 2012; Prior pleadings in this lawsuit,  
18 Subjoined Declaration of Carol DeCoursey (CD Decl.) and associated Exhibits.

19 **1. AUTHORITY**

20 Code of Judicial Conduct; Rules of Professional Conduct; Merriam Webster  
21 Dictionary, on-line; Washington & local King County Court Rules; Common decency.

23 **2. ORDER**

24 A proposed Order accompanies this motion.

25   
26 Carol DeCoursey, pro se. December 4, 2012.

1 **Declaration of Carol DeCoursey**

2 I, Carol DeCoursey, being of legal age and competent to testify, do testify under  
3 penalty of perjury of the laws of State of Washington, the following.

4 1. Attached, as **Exhibit A** is fair and true copy of a Judicial Administration webpage  
5 concerning transcript of hearings:

6 <http://www.kingcounty.gov/courts/Clerk/Records/Copies%20of%20Hearings%20NE>  
7 [W/Transcription%20of%20Hearings.aspx](http://www.kingcounty.gov/courts/Clerk/Records/Copies%20of%20Hearings%20NE)  
8

9 2. On or about November 19, 2012, I called the court transcriptionist Rhonda  
10 Salvesen. Ms. Salvesen told me a transcription of the Nov. 16 hearing would not be  
11 available until mid-December.

12 3. On October 6, 2011, one day after Lane Powell filed suit, I received the email,  
13 attached as **Exhibit B** (redacted), from attorney Paul Fogarty, who prior had been helping my  
14 husband and I negotiate our differences with Lane Powell. The email transmitted Mr.  
15 Sulkin's message to us: that Lane Powell was willing to spend "\$800,000" in legal fees in  
16 the suit it had instigated. Since we could not afford to pay an attorney by the hour (we did  
17 not have a spare \$800,000 to spend on legal fees), we could not hire an attorney; nor have we  
18 been able, thus far, to engage a contingency lawyer, most of whom find an \$800,000  
19 exposure unpalatable. Thus my husband and I remain unrepresented in this matter. We have  
20 made the facts of Lane Powell's \$800,000 threat and its effect on us known to Mr. Eadie at  
21 least 10 (ten) times, in Declarations dated: (1) 3/14/12, (2) 11/3/12, (3) 8/16/12 (4) 6/29/12,  
22 (5) 7/16/12, (6) 7/8/12 (7) (7/3/12; ) (8) 6/29/12; (9) 3/14/12; (10) 12/19/11;)  
23

24 4. It was apparent to me that, during the 11/16/12 hearing, Judge Eadie was not  
25  
26

1 really in control of the courtroom. When he first spoke, he forbade DeCourseys' court  
2 reporter from transcribing the hearing (See *Mot.* Page 1 Footnote 1.) Then the following  
3 exchange took place:

4 **Sulkin:** May I begin, Your Honor?

5 **Eadie:** Excuse me?

6 **Sulkin:** May I begin, your honor?

7 **Eadie:** Yes, and I think we ought to begin ... I don't know what you had in mind ... but the  
8 continuance request ...

9 **Sulkin:** Thank you, judge.

10 **Court Reporter:** Could you state your name for the record?

11 **Sulkin:** Absolutely, my name is ...

12 **Mark DeCoursey:** The continuance request was our motion

13 **Eadie:** You're right. Its your motion. That's who we ought to begin with.

14 **Sulkin:** OK.

15 (i) Mr. Sulkin asked to *begin the hearing*, and Mr. Eadie asked what he had "*in*  
16 *mind*," and then said "yes" (i.e., Mr. Sulkin could begin). (ii) The first item on the docket  
17 was our motion to cancel or continue the partial summary judgment hearing. Judge Eadie,  
18 on the Bench for years, must have known the moving party speaks first. However, he was  
19 willing to dispense with protocol to accommodate LP. These breaches of protocol gave  
20 silent testimony that LP was actually running the show – and our status was akin to pieces of  
21 furniture on a stage set. Judge Eadie also signed off on an Order in which Mr. Sulkin had  
22 added words the Judge had not actually uttered; the 11/16/12 Order was flawed in other  
23 respects, as described in *Motion*.

24 **5.** Attached, as **Exhibit D1** is a fair and true copy of the Windermere webpage at  
25 [http://www.windermere.com/company/about\\_us](http://www.windermere.com/company/about_us), printed from my home computer on Nov.  
26 25, 2012. Text from (1) webpage shows that Windermere is ONE company, and includes the  
follow words:

"When John Jacobi founded Windermere Real Estate in 1972, he had a vision for the way real estate  
should work: anticipate and respond to the needs of buyers and sellers, and support the communities  
you serve. While other real estate companies were focused on size and sales, his goal was to earn the

1 respect of the communities where he and his agents worked and lived. Four decades later, John  
2 Jacobi's humble beginnings have gone from a single office with eight agents to a network of 300  
3 offices and more than 7,000 agents throughout the Western United States. See our historical timeline  
4 to learn more about Windermere through the years . . . .

5 "Windermere's community of real estate professionals is our greatest asset. We have experts in all  
6 areas of real estate . . .

7 "Every year Windermere closes its offices for one day to help make a positive difference in our local  
8 communities . . ."

9 Also included in **Exhibit D2** is a true and fair copy of the Windermere webpage at  
10 [http://www.windermere.com/company/join\\_us](http://www.windermere.com/company/join_us), which shows that Windermere is one  
11 company that has a direct relationship with each of its brokers/agents.

12 6. Attached, as **Exhibit E** is a fair and true copy of *The Seattle Times* Nov. 9, 2012  
13 story (amended on Nov. 16) entitled: "It's a family affair at 40-year-old Windermere,"  
14 printed from my home computer on Nov. 25, 2012. That article confirms that Windermere  
15 is one company.

16 7. During the course of proceedings, over my signature and that of my husband,  
17 Judge Eadie was sent copious proofs that Lane Powell was making false statements to the  
18 court and that Judge Eadie was condoning and forwarding the false statements. Those proofs  
19 can be found in **Docket Numbers 20, 54, 63, 67, 140, 152, 156, 161, 165, 167, 173, 174,**  
20 **185, 187, 225, and 235.**

21 8. Attached, as **Exhibit C** is a fair and true copy of a letter sent by Lane Powell to  
22 DeCourseys, dated December 30, 2008, which Lane Powell's counsel, Robert Sulkin,  
23 described as "Exhibit K" during the Nov. 16, 2012 hearing before Judge Eadie.

24 9. Attached, as **Exhibit F** is a fair and true copy of notes and documentation Carol  
25 DeCoursey used as a basis for her remarks to the court on November 16, 2012.

26 10. The following is a fair a true copy of excerpts from the Code of Professional  
Responsibility.

1 Rule 3.3, Candor Toward The Tribunal

(a) A lawyer shall not knowingly:

2 (1) make a false statement of fact or law to a tribunal or fail to correct a false statement of material  
3 fact or law previously made to the tribunal by the lawyer;

4 Preamble: A Lawyer's Responsibilities.

5 ...[12] The legal profession's relative autonomy carries with it special responsibilities of self-  
6 government. The profession has a responsibility to assure that its regulations are conceived in the  
7 public interest and not in furtherance of parochial or self-interested concerns of the bar. Every lawyer  
8 is responsible for observance of the Rules of Professional Conduct. A lawyer should also aid in  
9 securing their observance by other lawyers. Neglect of these responsibilities compromises the  
10 independence of the profession and the public interest which it serves.

11 [13] Lawyers play a vital role in the preservation of society. The fulfillment of this role requires an  
12 understanding by lawyers of their relationship to our legal system. The Rules of Professional Conduct, when  
13 properly applied, serve to define that relationship.

14 **11.** The following is a fair and true copy of excerpts from the Code of Judicial  
15 Conduct, 2.15:

16 (B) A judge having knowledge that a lawyer has committed a violation of the Rules of Professional  
17 Conduct that raises a substantial question regarding the lawyer's honesty, trustworthiness, or fitness as  
18 a lawyer in other respects should inform the appropriate authority.

(D) A judge who receives credible information indicating a substantial likelihood that a lawyer has  
19 committed a violation of the Rules of Professional Conduct should take appropriate action.

20 **12.** Attached, as **Exhibit G** is a fair and true copy of "'Fixer-Upper From Hell'  
21 Spawns Court Case From Hell," published in the *Seattle Weekly Blog*, Nov. 20, 2012, and  
22 printed from my home computer on Nov. 25, 2012.

23 **13.** Attached, as **Exhibit H**, is a fair and true copy of an email chain between  
24 DeCourseys, Lane Powell, and the court concerning the Order issued after the Nov. 16, 2012  
25 hearing before Richard Eadie. See especially Mark's email of 1:385 PM, Nov. 26, 2012 at  
26 1:38 PM, and Carol's of Nov. 26, 2012, at 9:27 PM.

**14.** Attached, as **Exhibit X**, is a fair and true copy of the Order issued on 11/16/12.

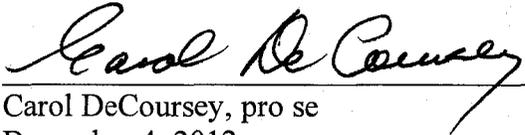
**15.** Attached, at Exhibit Y, is a fair and true copy of LP's revised order, sent to me  
via email on Nov. 26, 2012 at 11:09 AM.

**16.** I heard further evidence that Judge Eadie and Lane Powell had been conducting

1 Ex Parte communications when Judge Eadie said:

2 **Judge Eadie:** Hold on just a moment. I have a basic question ... (long silence) ... **Let me ask this.**  
3 **Again this is a repeat of a question I asked you before.** In this case, your client is seeking by way of  
4 damages, it's not a fee petition or a request for fees to be approved. This is an action for damages now  
5 that are outstanding. This is an action for damages that have either been approved by courts related to  
6 the Windermere litigation or were fees which the DeCourseys participated in submitting to the court as  
7 reasonable and necessary in the Windermere litigation. Is that correct? (Emphasis added.)

8  
9 In fact, this was the not a "repeat of a question" Judge Eadie had asked before. It was  
10 the first time he had asked the question in the 11/16/12 hearing. But he says, clearly, that he  
11 is repeating a question he has asked before, indicating he had prior discussion with Lane  
12 Powell Ex Parte.

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  


Carol DeCoursey, pro se  
December 4, 2012.