

From: Matt Davis [mailto:mdavis@demcolaw.com]
Sent: Wednesday, October 22, 2008 6:09 AM
To: Redacted Redacted L.
Subject: Settlement ER 408

As I predicted, the carrier's view of settlement has changed because of the expense of trial preparation and the Court's ruling on the [*contractor*] settlement agreement. Its offer is now \$75,000 per the attached the settlement agreement. In my experience with this insurer, the settlement number really does decrease as trial expenses increase.

At this point, I am not telling you that this is the best and final offer. I have avoided putting the carrier and me in that position. Between you and me, I suspect that the carrier would still pay more than \$75,000 to settle, but that becomes less likely as time marches on. If your clients accepted the terms of the attached settlement agreement at a number somewhere between \$75,000 and \$100,000 before trial starts, I think I would have a good chance of getting it accepted so that we could stop this now. If I cannot use the savings from trial today, my chances are pretty dismal.

In short, I have \$75,000 now. \$100,000 was the best and final offer, and it will not be exceeded. I may be able to get more than \$75,000, but doing so would require that your clients revise the settlement agreement I am sending you and committing to it so that I can pressure the carrier with a done deal rather than an idea.

The good lawyer is not the man who has an eye to every side and angle of contingency, and qualifies all his qualifications, but who throws himself on your part so heartily, that he can get you out of a scrape.

- Ralph Waldo Emerson

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Please be advised that, if this communication includes federal tax advice, it cannot be used for the purpose of avoiding tax penalties unless you have expressly engaged us to provide written advice in a form that satisfies IRS standards for "covered opinions" or we have informed you that those standards do not apply to this communication.

Settlement Agreement

This settlement agreement is made by and between Mark and Carol DeCoursey (“DeCoursey”) and Windermere Real Estate/SCA, Inc. and Paul Stickney (“Windermere”).

1. Payment. Windermere agrees to pay DeCoursey the sum of \$75,000 within 40 days after this Agreement is executed.

2. Dismissal. DeCoursey agrees to dismiss all claims in the pending King County Superior Court action, cause No. 06-2-24906-2 SEA (“the Action”) with prejudice and without costs.

3. Release By DeCoursey. DeCoursey unequivocally and irrevocably releases Windermere, its officers, shareholders, directors, agents, representatives and employees (expressly including Paul Stickney and any of his corporations) from any and all claims related in any way to the facts or claims alleged in the Action. This release includes claims that are known or unknown, fixed or contingent.

4. Release by Windermere. Windermere hereby releases all claims of any kind that it may have against the DeCourseys as of the date this Agreement is executed.

5. Confidentiality. As a central and fundamental part of this Agreement, the DeCourseys agree to completely cease all dissemination, broadcast, distribution or public availability of any information, statements, claims, photographs, recordings, or other data of any kind relating to their dispute with Windermere. This provision includes the deletion of any applicable internet page or web site relating to the dispute and deletion (if possible) of postings on web sites and other forums relating to the dispute. The DeCoursey will take the web site renovationtrap.com offline and will not renew the name when it expires. The DeCourseys agree not to picket, petition, disrupt or enter any Windermere office or company. The DeCourseys agree that they shall not communicate with any person about their dispute with Windermere unless asked, and, if asked, will state only that they have resolved their claim to their satisfaction. The DeCourseys acknowledge that Windermere would not settle this dispute without this provision, and that this provision is of utmost importance to Windermere. In the event of material breach of this provision, the DeCourseys agree to pay liquidated damages in the amount of \$25,000 plus attorney fees and legal expenses incurred in enforcing it, but payment of the liquidated damages shall not terminate the DeCourseys’ obligations under this provision. This provision shall not preclude the DeCourseys from complying with any valid subpoena or court order.

Windermere agrees not to make any statements or make available any information about the DeCourseys other than that it settled the DeCourseys’ claim to Windermere’s satisfaction. Windermere will not directly or indirectly disparage the DeCourseys and will not investigate or communicate information about any other names that Windermere may believe to be used by the DeCourseys.

Mark DeCoursey Date

Carol DeCoursey Date

Windermere Real Estate/SCA, Inc.
By
Its

Paul Stickney Date

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