



## LAW OFFICES OF KARA H. DALEY

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August 29, 2017

Thomas W. Crawford  
Attorney at Law  
723 SE Main Street  
PO Box 1608  
Roseburg, OR 97470

Dear Mr. Crawford:

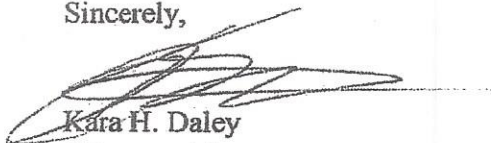
When we spoke this morning, you advised that when you meet with your client today at 12:30, you would sign the stipulated judgment we forwarded. You advised that you would take possession of the keys to the property. You also asked about your reimbursement for fees and costs. I advised that the estate would be responsible for filing fees and that I would discuss the reimbursement of your reasonable attorney fees with my client.

I am in receipt of your email sent at 1:28 today which does not include a signed stipulated judgment. Instead it contains a demand for attorney fees in the amount of over \$4,007.40 plus a demand for reimbursement of the cost of bond before the stipulated judgement will be signed. This is not what we agreed upon and your holding the estate hostage until my client agrees to pay you seems to be questionable even in the best light.

Be advised that unless I receive the signed stipulated judgment in my office by 10:30 am tomorrow, my client will file to contest the estate. At that time, we will make it clear to the court that your client had knowledge that a will existed, that she disregarded that knowledge and misrepresented the facts to the court and that you became aware of the falsities and failed to act. We will seek damages against your client and may seek sanctions against you as well under ORCP 17 and any other relevant law.

Should we receive that signed stipulated judgment by 10:30 am, my client will reimburse you for the cost of the filing fee. As this matter is in probate, any attorney fees must be approved by the court under ORS 116.183 and UTCR 9.060. After you petition the court for attorney fees, my client will of course pay any fees order by the judge. Please advise your client that my client will not be reimbursing her for the cost of a bond that she should not have acquired nor the costs of locks she should not have changed. I look forward to your prompt response.

Sincerely,



Kara H. Daley  
Attorney at Law

KHD:caw

Exhibit 13