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**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

AMERCO REAL ESTATE COMPANY, a
Nevada corporation,

Plaintiff,

v.

THE ESTATE OF HARVEY L. GROHS AND
WILMA J. GROHS; LARRY L. GROHS, as
an individual and as co-personal representative
of the Estate of Harvey L. Grohs and Wilma J.
Grohs; RIVA GROHS BJORKLUND, as an
individual and as co-personal representative of
the Estate of Harvey L. Grohs and Wilma J.
Grohs; WINDERMERE REAL
ESTATE/WEST CAMPUS, INC., a
Washington corporation; and DAN DENNIS,
as an individual and as an agent of Windermere
Real Estate/West Campus, Inc.,

Defendants.

NO. C07-1808 RAJ

WINDERMERE REAL
ESTATE/WEST CAMPUS, INC. AND
DAN DENNIS' ANSWER TO
PLAINTIFF'S COMPLAINT

Defendants Windermere Real Estate/West Campus, Inc. and Dan Dennis (collectively
“the Windermere defendants”), by and through their attorneys, Demco Law Firm, P.S., answers
the plaintiff’s Complaint. Paragraph numbers correspond to those of the Complaint.
“Insufficient knowledge” is an abbreviation for “responding defendants have insufficient
knowledge and information upon which to form an answer and therefore deny.”

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I. PARTIES

- 1. Insufficient knowledge.
- 2. Insufficient knowledge.
- 3. Insufficient knowledge.
- 4. Insufficient knowledge.
- 5. Insufficient knowledge.
- 6. Insufficient knowledge.
- 7. Insufficient knowledge.
- 8. Admit.

9. Admit Dan Dennis was an independent contractor and licensed real estate agent under Windermere Real Estate/West Campus, Inc. Admit Dan Dennis is a resident of the State of Washington.

II. JURISDICTION

- 10. Admit.

III. VENUE

- 11. Admit.

IV. FACTS

- 12. Insufficient knowledge.
- 13. Insufficient knowledge.
- 14. Admit.
- 15. Insufficient knowledge.
- 16. Admit.

1 17. Deny.

2 18. Admit.

3 19. Admit upon information and belief.

4 20. Admit upon information and belief.

5 21. Admit the legal descriptions of the referenced properties are included in the
6 subject purchase and sale agreement. Admit the Northwest Multiple Listing Service Vacant
7 Land and Agent Detail Report stated the property is located in two jurisdictions. As to the
8 remaining allegations, deny.

9 22. The agreement speaks for itself, therefore no further answer is necessary.

10 23. Insufficient knowledge.

11 24. Insufficient knowledge.

12 25. Insufficient knowledge.

13 26. The agreement speaks for itself, therefore no further answer is necessary.

14 27. The agreement speaks for itself, therefore no further answer is necessary.

15 28. Insufficient knowledge.

16 29. Insufficient knowledge.

17 30. Insufficient knowledge.

18 31. Insufficient knowledge.

19 32. Insufficient knowledge.

20 33. Insufficient knowledge.

21 34. The agreement speaks for itself, therefore no further answer is necessary.

22 35. Admit AMERCO provided a letter stating that they terminated the agreement. As
23 to the remaining allegations, insufficient knowledge.

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2 **V. FIRST CAUSE OF ACTION: BREACH OF CONTRACT**

- 3 36. Defendants repeat and incorporate their answers to said paragraphs.
4 37. Insufficient knowledge.
5 38. Insufficient knowledge.
6 39. Insufficient knowledge.
7 40. Insufficient knowledge.
8 41. Insufficient knowledge.
9 42. Insufficient knowledge.
10 43. Insufficient knowledge.

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12 **VI. SECOND CAUSE OF ACTION: FRAUDULENT MISREPRESENTATION**

- 13 44. Defendants repeat and incorporate their answers to said paragraphs.
14 45. Insufficient knowledge.
15 46. Insufficient knowledge.
16 47. Insufficient knowledge.
17 48. Insufficient knowledge.
18 49. Insufficient knowledge.
19 50. Insufficient knowledge.
20 51. Insufficient knowledge.
21 52. Insufficient knowledge.

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23 **VII. THIRD CAUSE OF ACTION: UNJUST ENRICHMENT**

- 24 53. Defendants repeat and incorporate their answers to said paragraphs.
25 54. Insufficient knowledge.
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1 55. Insufficient knowledge.

2 56. Insufficient knowledge.

3 **VIII. FOURTH CAUSE OF ACTION: NEGLIGENT MISREPRESENTATION**

4 57. Defendants repeat and incorporate their answers to said paragraphs.

5 58. Deny.

6 59. Deny.

7 **AFFIRMATIVE DEFENSES**

8 BY WAY OF FUTHER ANSWER AND AFFIRMATIVE DEFENSES, the Windermere
9 defendants state as follows:
10

- 11 1. The alleged damages, if any, were caused by persons and entities other than the
12 Windermere defendants, including, but not limited to, the plaintiff, the plaintiff's agent
13 and the other defendants.
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15 2. Plaintiff has failed to state a claim upon which relief may be granted against the
16 Windermere Defendants.
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18 3. Plaintiff's claims against the Windermere defendants are frivolous and brought without
19 reasonable cause.
20
21 4. Plaintiff expressly conditioned its purchase offer on a feasibility period and therefore, it
22 did not rely upon any representation, of either opinion or fact, made by the Windermere
23 Defendants.
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25 5. Plaintiff failed to mitigate its alleged damages.
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6. Plaintiff was contributorily negligent and/or comparatively at fault.

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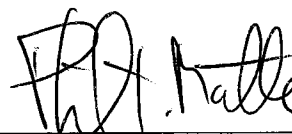
RESERVATION OF RIGHTS

The Windermere defendants expressly reserve their right to plead further answer, affirmative defenses, counterclaims, cross-claims and/or third-party claims, as investigation and discovery may warrant.

WHEREFORE, the Windermere defendants seek the following relief:

1. Dismissal with prejudice of all claims against them;
2. Costs, disbursements, and reasonable attorney's fees, as may be found applicable pursuant to contract and/or RCW 4.84.185, 4.84.250, 4.84.330, other statutes, court rules, case authority and/or equity; and
3. Such other relief as the court may award.

DATED this 20th day of December, 2007.

 Philip T. Mattem
WSBA # 16986,
for

Brandi L. Adams, WSBA No. 31214
Attorney for Windermere Defendants
Demco Law Firm
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Seattle, WA 98118
Telephone: 206-203-6000
Fax: 206-203-6001
E-mail: bladams@demcolaw.com

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CERTIFICATE OF SERVICE

I hereby certify that on December 21, 2007, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:


Robert M. Crowley
Crowley.Robert@dorsey.com

Brian William Grimm
Grimm.Brian@dorsey.com,seattle.docketing@dorsey.com, tomlin.Katie@dorsey.com

Earle Jennings Hereford, Jr.
ejh@khjlaw.com

and I hereby certify that I have mailed by United States Postal Service the document to following non CM/ECF participants:

N/A

 Philip. Matern
Brandi L. Adams, WSBA No. 31214 *WSBA #16986 for*
Demco Law Firm
5224 Wilson Ave. S., Suite 200
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Telephone: 206-203-6000
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E-mail: bladams@demcolaw.com