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KING COUNTY  
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SEATTLE, WA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

NEWPORT VILLAGE CONDOMINIUM  
OWNERS ASSOCIATION, a Washington  
non-profit corporation,

Plaintiff,

v.

NEWPORT VILLAGE, LLC, a Washington  
limited liability company; HERITAGE PLACE  
PARTNERSHIP, a Washington general  
partnership; MATTHEW SPEIGHTS and  
JANE DOE SPEIGHTS, and their marital  
community; ANASTASIA PANASIUK and  
JOHN DOE PANASIUK and their marital  
community; DOE DECLARANT AFFILIATES  
1-20; DOE PRINCIPALS 1-10; DOE  
DECLARANT AGENTS 1-5; DAN DENNIS  
and JANE DOE DENNIS, and their marital  
community; CHERYL CRUTCHER and JOHN  
DOE CRUTCHER and their marital  
community; WINDERMERE REAL  
ESTATE/WEST CAMPUS, INC., a  
Washington corporation; DOE SALES  
AGENTS 1-10; DOE DECLARANT BOARD  
MEMBERS 1-10; and DOE CONTRACTORS  
1-20,

Defendants.

No: 08-2-30394-2

FIRST AMENDED COMPLAINT FOR:

- (1) Breach of Implied Warranty of Quality under WCA
- (2) Failure to Provide or Amend Public Offering Statement
- (3) Misrepresentations and Omissions in Public Offering Statement
- (4) Fraudulent Concealment
- (5) Breach of Fiduciary Duty
- (6) Violation of the Consumer Protection Act
- (7) Relief from Fraudulent Transfers
- (8) Improper Winding Up of Dissolved LLC
- (9) Breach of Contract / Warranty
- (10) Conversion

Plaintiff NEWPORT VILLAGE CONDOMINIUM OWNERS ASSOCIATION ("the

Association") hereby asserts the following claims for relief:

COMPLAINT- 1

**ORIGINAL**

LEVIN & STEIN  
201 QUEEN ANNE AVENUE NORTH, SUITE 400  
SEATTLE, WA 98109  
206.388.0660; FAX 206.286.2668

## I. PARTIES

1  
2 1.1 The Plaintiff Association is a Washington non-profit corporation, established under  
3 the Washington Condominium Act, RCW Chapter 64.34, as the homeowners association for the  
4 Newport Village Condominiums development (“the Project”) by way of a Declaration and  
5 Covenants, Conditions, Restrictions and Reservations for Newport Village Condominiums (“the  
6 Declaration”). Pursuant to the Association’s Articles of Incorporation, the Declaration, and/or  
7 amendments thereto, and pursuant to RCW 64.34.304, the Association has the duty to maintain,  
8 repair, replace and restore all of the common elements and Association property located in and on  
9 the Project, located in King County, Washington, and has the duty to repair, replace and restore  
10 damage to the Project.  
11

12 1.2 The Association has the right to institute litigation “in its own name on behalf of  
13 itself or two or more unit owners on matters affecting the condominium” pursuant to RCW  
14 64.34.304(1)(d); the Association is instituting this action pursuant to that authority, on behalf of  
15 itself and all of the unit owners on matters affecting the Project.  
16

17 1.3 Defendant NEWPORT VILLAGE, LLC (“the LLC”) is a Washington limited  
18 liability company which did business in King County, Washington. The LLC is named in the  
19 Declaration as a declarant of the Project, though the LLC did not at that time in fact exist. The  
20 Association is informed and believes, and on that basis alleges, that the LLC had an ownership  
21 interest in the Project, and/or had or has an ownership interest in the Project and the sales proceeds  
22 from the Project.  
23

24 1.4 Defendant HERITAGE PLACE PARTNERSHIP (“Heritage”) is a Washington  
25 general partnership consisting of MATTHEW SPEIGHTS, JANE DOE SPEIGHTS, ANASTASIA  
PANASIUK and JOHN DOE PANASIUK. Heritage owned the Project at the time it was

1 converted to condominiums by filing of the Declaration, ostensibly executed by the LLC, and as such  
2 qualifies as a Declarant under applicable law and the terms of the Declaration. Heritage is the alter  
3 ego of the LLC, and/or MATTHEW SPEIGHTS and/or ANASTASIA PANASIUK, and/or DOE  
4 DECLARANT AFFILIATES 1-20.

5 1.5 Defendant MATTHEW SPEIGHTS ("Speights") is a citizen and resident of  
6 Washington. Speights and JANE DOE SPEIGHTS constitute a marital community in Washington;  
7 all of Speight's acts alleged herein were performed on behalf of that marital community. On  
8 information and belief, Speights at all relevant times was the principal owner, partner, officer,  
9 manager, director, member and/or alter ego of the LLC, Heritage, and other unknown affiliates of  
10 them, and he had or does currently have an ownership interest in the Project and/or in the sales  
11 proceeds from the Project.  
12

13 1.6 Defendant ANASTASIA PANASIUK ("Panasiuk") is a citizen and resident of  
14 Washington. Panasiuk and JOHN DOE PANASIUK constitute a marital community in  
15 Washington, and all of Panasiuk's acts alleged herein were performed on behalf of that marital  
16 community. On information and belief, Panasiuk at all relevant times was an owner, partner,  
17 officer, manager, director, member and/or alter ego of the LLC and Heritage, and/or of other  
18 unknown affiliates of them, and she had or does currently have an ownership interest in the Project  
19 and/or in the sales proceeds from the Project  
20

21 1.7 Defendants DOE DECLARANT AFFILIATES 1-20 are persons and entities who  
22 did business in King County, Washington, and who qualify as "alter egos" of the LLC and/or  
23 Heritage under Washington law, and/or who pursuant to RCW 64.34.020(1) and/or RCW  
24 19.40.011(1) qualify as "affiliates" of the LLC, of Heritage, and/or of any other of DOE  
25 DECLARANT AFFILIATES 1-20. Alternatively or in addition, DOE DECLARANT

1 AFFILIATES 1-20 are persons or entities who qualify pursuant to RCW 19.40.011(7) as "insiders"  
2 of the LLC and/or Heritage, and/or any other of DOE DECLARANT AFFILIATES 1-20.

3 1.8 Defendants DOE PRINCIPALS 1-10 are principals, shareholders, officers, directors,  
4 members, alter egos, successors, assigns, representatives, "insiders," and/or "affiliates" of the LLC,  
5 Heritage, and/or DOE DECLARANT AFFILIATES 1-20, and had or do currently have an  
6 ownership interest in the Project and/or in the sales proceeds from the Project.

7 1.9 The LLC, Heritage, Speights, Panasiuk, DOE DECLARANT AFFILIATES 1-20,  
8 and DOE PRINCIPALS 1-10 are collectively referred to herein as "DEVELOPER  
9 DEFENDANTS."

10 1.10 DEVELOPER DEFENDANTS acted in concert in executing the Project's  
11 Declaration and/or in reserving, succeeding to and or possessing special declarant rights, and/or  
12 owned a fee interest in the real property that was subject to the Declaration at the time of recording  
13 an instrument pursuant to RCW 64.34.316, and were directly, or through one or more Affiliates,  
14 materially involved in the construction, marketing, or sale of units in the condominium created by  
15 the recording of the instrument, making each of them "Declarants" of the Project pursuant to RCW  
16 64.34.020(13); *One Pac. Towers HOA v. HAL Real Estate Inv., Inc.*, 148 Wn.2d 319 (2002); and/or  
17 under the definition of "Declarant" in the Declaration.  
18

19 1.11 Defendants DOE DECLARANT BOARD MEMBERS 1-10 are currently  
20 unidentified persons who were appointed by the DEVELOPER DEFENDANTS to serve, as their  
21 agents, on the Board of Directors of the Association during the period of declarant control of the  
22 Project by the Association.  
23

24 1.12 Defendants DOE CONTRACTORS 1 - 20 are believed to be vendors, contractors,  
25 and/or subcontractors that supplied defective material and/or defectively installed and/or

1 constructed portions of the Project which has resulting in property damage to the Project's units,  
2 limited Common Elements, and common elements.

3 1.13 Defendants DOE DECLARANT AGENTS 1-5 are attorneys, agents or other  
4 persons assisting the DEVELOPER DEFENDANTS in preparing the public offering statement for  
5 the Project.

6 1.14 Defendant DAN DENNIS is a Washington resident and licensed real estate broker  
7 who acted as agent of the DEVELOPER DEFENDANTS in marketing and selling the Project units.  
8 DAN DENNIS and JANE DOE DENNIS constitute a marital community in Washington, and all of  
9 DAN DENNIS' acts alleged herein were performed on behalf of that marital community.

10 1.15 Defendant CHERYL CRUTCHER is a Washington resident and licensed real estate  
11 salesperson who acted as agent of the DEVELOPER DEFENDANTS in marketing and selling the  
12 Project units. CHERYL CRUTCHER and JOHN DOE CRUTCHER constitute a marital  
13 community in Washington, and all of CHERYL CRUTCHER's acts alleged herein were performed  
14 on behalf of that marital community.  
15

16 1.16 Defendant WINDERMERE REAL ESTATE/WEST CAMPUS, INC. is a  
17 Washington corporation and real estate company retained by DEVELOPER DEFENDANTS to  
18 market and sell the Project units, and was at all material times the employer of Defendants DAN  
19 DENNIS and CHERYL CRUTCHER. The acts and omissions of Defendants DAN DENNIS and  
20 CHERYL CRUTCHER, as alleged herein, were committed in the course and scope of their  
21 employment for Defendant WINDERMERE REAL ESTATE/WEST CAMPUS, INC.  
22

23 1.17 Defendants DOE SALES AGENTS 1-10 are persons and entities who acted as  
24 agents of the DEVELOPER DEFENDANTS in marketing and selling the Project and its units.  
25

1 DEVELOPER DEFENDANTS are vicariously liable for the acts and omissions of the DOE  
2 SALES AGENTS 1-10 committed within the scope of their agency.

3 **II. JURISDICTION AND VENUE**

4 2.1 This Court has jurisdiction over this matter because the Project is located in the State  
5 of Washington, and the wrongs at issue were committed by defendants in Washington.

6 2.2 Venue is proper because the Project is located in King County, Washington, and the  
7 wrongs at issue were committed by defendants in Washington.

8  
9 **III. FIRST CLAIM – AGAINST DEVELOPER DEFENDANTS FOR BREACH OF THE  
10 IMPLIED WARRANTY OF QUALITY UNDER THE WASHINGTON CONDOMINIUM  
11 ACT.**

12 3.1 Pursuant to RCW 64.34.445 of the Washington Condominium Act (“the WCA”), the  
13 DEVELOPER DEFENDANTS impliedly warranted that the units and common elements in the  
14 Project were suitable for the ordinary uses of real estate of its type, and that the improvements  
15 made or contracted for by the Declarants or on their behalf were free from defective materials and  
16 were constructed in accordance with sound engineering and construction standards, and in a  
17 workmanlike manner in compliance with all laws then applicable.

18 3.2 The DEVELOPER DEFENDANTS, or others acting on their behalf, made and/or  
19 contracted for improvements to property that now constitute the Project’s common elements,  
20 limited common elements, and units.

21 3.3 The DEVELOPER DEFENDANTS breached their implied warranties under the  
22 WCA in that there are numerous defects or deficiencies in the Project’s materials, installation of the  
23 materials, design and/or construction of the Project’s building envelope system and underlying  
24 components, its roofs, windows, structural components, architectural components, tiled bathroom  
25 shower walls, and fire and life safety systems, and other systems. Some or all of these defects or

1 deficiencies render units and common elements unsuitable for ordinary uses of real estate of their  
2 type. Further, the DEVELOPER DEFENDANTS breached their implied warranties under the  
3 WCA in that there are latent physical hazards at the Project which render it, or portions of it,  
4 unsuitable for ordinary uses of real estate of its type.

5       3.4     The defects and deficiencies are both in the original construction, and in  
6 improvements to the Project made or contracted for by or on behalf of the DEVELOPER  
7 DEFENDANTS.

8       3.5     In addition to the defects, deficiencies and physical hazards listed above, the  
9 Association is informed and believes, and on that basis alleges, that there are other components of  
10 the Project which are defectively designed, installed and/or constructed, as well as other physical  
11 hazards, which would be revealed through additional investigation.

12       3.6     The defects or deficiencies noted above have resulted in physical damage to the  
13 common elements, limited common elements, and units of Project, as well as to personal property  
14 of unit owners. Some of the defects and deficiencies began causing such physical damage while  
15 improvements made or contracted for by the DEVELOPER DEFENDANTS were under  
16 construction. These defects and deficiencies are presently causing such physical damage, and will  
17 likely result in additional physical damage to the Project. This physical damage includes, but is not  
18 limited to, damage caused by water intrusion into and through the building envelope and its  
19 underlying components, which has caused exterior and interior building surfaces and underlying  
20 components to deteriorate prematurely, and which has physically damaged various other building  
21 components and other property, including personal property, and has reduced the useful life and  
22 structural integrity of the Project's building components.  
23  
24  
25

1           3.7     As a direct and proximate result of the DEVELOPER DEFENDANTS' conduct, the  
2 Association and its unit owners have been damaged in an amount to be proven at trial. Such  
3 damages include, but are not limited to, the cost of repairing the damage to the Project caused by  
4 the defective design, workmanship and materials; the cost of correcting defective conditions and  
5 damage, including investigative costs and scope-of-repair development costs as necessary  
6 components thereof; the loss of use of the units and common areas; the loss of the marketability of  
7 the units; and operating and reserve expenses over and above those reasonably anticipated by the  
8 Association.

9  
10           3.8     Pursuant to RCW 64.34.455, and/or the sales agreements used by the DEVELOPER  
11 DEFENDANTS, the Association is entitled to its reasonable attorneys' fees and other costs  
12 incurred in prosecuting this action.

13           **IV.   SECOND CLAIM – AGAINST DEVELOPER DEFENDANTS AND DOE**  
14           **DECLARANT AGENTS 1-5 FOR FAILURE TO PROVIDE VALID PUBLIC OFFERING**  
15           **STATEMENT AND FAILURE AMEND PUBLIC OFFERING STATEMENT**  
16           **(BUILDING ENCLOSURE REPORT)**

17           4.1     Plaintiff re-alleges and incorporates by reference paragraphs 1.1 through 3.8 above.

18           4.2     The Project is a "conversion condominium" as defined in RCW 64.34.020, for  
19 which some public offering statements have been first delivered after August 1, 2005.

20           4.3     DEVELOPER DEFENDANTS and DOE DECLARANT AGENTS 1-5 at no time  
21 after August 1, 2005 amended the public offering statement for the Project, or delivered an  
22 amended public offering statement to any unit purchaser as required by RCW 64.34.415(5), RCW  
23 64.34.405(1), RCW 64.34.405(3), and RCW 64.34.420(1), to reflect changes in material  
24 information, including defects and damage discovered by DEVELOPER DEFENDANTS and DOE  
25 DECLARANT AGENTS 1-5 during the ongoing conversion improvements.

1           4.4    On information and belief, in converting the Project buildings and facilities to  
2 condominiums, the DEVELOPER DEFENDANTS and DOE DECLARANT AGENTS 1-5 did not  
3 seek or receive a permit for "rehabilitative construction" as defined by RCW 64.55.020.

4           4.5    In converting the Project buildings and facilities to condominiums, the  
5 DEVELOPER DEFENDANTS and DOE DECLARANT AGENTS did not submit building  
6 enclosure design documents to a building department pursuant to RCW 64.55.020.

7           4.6    In converting the Project buildings and facilities to condominiums, the  
8 DEVELOPER DEFENDANTS and DOE DECLARANT AGENTS 1-5 did not have the Project  
9 building enclosures inspected by a qualified inspector pursuant to RCW 64.55.030-050.

10          4.7    Pursuant to RCW 64.34.415, RCW 64.55.090, and RCW 64.34.410(n), the  
11 DEVELOPER DEFENDANTS and DOE DECLARANT AGENTS 1-5 had a duty to hire a  
12 qualified building enclosure inspector to: (1) inspect the Project, by such intrusive or other testing,  
13 such as removal of siding or other building enclosure materials, believed by the inspector in his or  
14 her professional judgment to be necessary to ascertain the manner in which the building enclosure  
15 was constructed; (2) evaluate, to the extent reasonably ascertainable and in the professional  
16 judgment of the inspector the condition of the building enclosure including whether such condition  
17 has adversely affected or will adversely affect the performance of the building enclosure to  
18 waterproof, weatherproof, or otherwise protect the building or its components from water or  
19 moisture intrusion; (3) include in an inspection report recommendations for repairs to the building  
20 enclosure that in the professional judgment of the qualified building inspector are necessary to  
21 repair a design or construction defect in the building enclosure that results in the failure of the  
22 building enclosure to perform its intended function and allows unintended water penetration not  
23 caused by flooding and repair damage thereby caused; and (4) include in an inspection report a  
24  
25

1 statement of the extent of the building enclosure inspection performed by the qualified inspector,  
2 the information obtained as a result of that inspection, the manner in which any required repairs  
3 were performed, the scope of those repairs, and the names of the persons performing those repairs.

4 4.8 After August 1, 2005, or in the alternative after the date on which an amended public  
5 offering statement was required, the DEVELOPER DEFENDANTS and DOE DECLARANT  
6 AGENTS 1-5 had a duty to provide the above-referenced inspection and repair report, signed by a  
7 qualified building enclosure inspector, to unit purchasers as part of a public offering statement or  
8 amended public offering statement, pursuant to RCW 64.55.090(e) and RCW 64.34.410(1)(nn) and  
9 RCW 64.34.415(1)(b).  
10

11 4.9 DEVELOPER DEFENDANTS and DOE DECLARANT AGENTS 1-5 breached  
12 their duties under RCW 64.34.415, RCW 64.55.090 and RCW 64.34.410(nn) in that: (1) the  
13 DEVELOPER DEFENDANTS and DOE DECLARANT AGENTS 1-5 caused no intrusive or  
14 other testing of the building enclosure to be performed; (2) the DEVELOPER DEFENDANTS and

15 DOE DECLARANT AGENTS did not cause a qualified building enclosure inspector to evaluate,  
16 to the extent reasonably ascertainable, the condition of the building enclosure; (3) the

17 DEVELOPER DEFENDANTS and DOE DECLARANT AGENTS 1-5 did not cause a qualified  
18

19 building inspector to report on recommendations for repairs necessary to repair a design or  
20 construction defect in the building enclosure that results in water penetration; (4) the DEVELOPER  
21 DEFENDANTS and DOE DECLARANT AGENTS 1-5 did not cause a qualified building  
22 enclosure inspector to report on the extent of the building envelope inspection performed,  
23 information obtained as a result of that inspection, the manner in which required repairs were  
24 performed, the scope of the repairs, or the names of the persons performing those repairs.  
25

1 4.10 DEVELOPER DEFENDANTS and DOE DECLARANT AGENTS 1-5 breached  
2 their duties under RCW 64.55.090(e), RCW 64.34.415, RCW 64.34.410(1)(nn) in that no  
3 inspection report was included with the public offering statements delivered to the Project's unit  
4 purchasers, or otherwise provided to the unit purchasers.

5 4.11 Pursuant to RCW 64.55.090, DEVELOPER DEFENDANTS' and DOE  
6 DECLARANT AGENTS 1-5's failure to deliver an inspection and repair report that complies with  
7 RCW 64.55.090 constitutes a failure to deliver a public offering statement for purposes of Chapter  
8 64.34 RCW, the WCA.

9 4.12 As a direct and proximate result of the DEVELOPER DEFENDANTS' and DOE  
10 DECLARANT AGENTS 1-5's failure to deliver a public offering statement containing an  
11 inspection and repair report that complies with RCW 64.55.090 and/or RCW 64.34.415, and as a  
12 direct and proximate result of the DEVELOPER DEFENDANTS' and DOE DECLARANT  
13 AGENTS 1-5's failure to amend the public offering statement as required by statute, the  
14 Association and its unit owners have suffered property damage as described above, and have been  
15 damaged in an amount to be determined at trial. Such damages include, but are not limited to, the  
16 cost of repairing the damage to the Project caused by the defective design, workmanship and  
17 materials; the cost of correcting defective conditions and damage, including investigative costs and  
18 scope-of-repair development costs as necessary components thereof; the loss of use of the units and  
19 common areas; the loss of the marketability of the units; operating and reserve expenses over and  
20 above those reasonably anticipated by the Association; and other consequential damages.  
21  
22

23 4.13 The Association is entitled to its reasonable attorneys' fees incurred in prosecuting  
24 this action pursuant to the WCA.  
25

1           4.14    In addition, the Association is entitled to the greater of (a) all actual damages or (b)  
2 ten percent of the price of each unit for willful failure to provide a public offering statement, or  
3 three percent of the purchase price for each unit for every other failure to provide a public offering  
4 statement.

5           **V.    THIRD CLAIM – AGAINST DEVELOPER DEFENDANTS, DAN DENNIS,  
6            CHERYL CRUTCHER, WINDERMERE REAL ESTATE/WEST CAMPUS, INC., DOE  
7            SALES AGENTS 1-10, AND DOE DECLARANT AGENTS 1-5 FOR  
8            MISREPRESENTATIONS AND/OR OMISSIONS OF MATERIAL FACT**

8           5.1    Plaintiff re-alleges and incorporates by reference paragraphs 1.1 through 4.14 above.

9           5.2    At all material times, DEVELOPER DEFENDANTS, DAN DENNIS, CHERYL  
10 CRUTCHER, WINDERMERE REAL ESTATE/WEST CAMPUS, INC., DOE SALES AGENTS  
11 1-10, and DOE DECLARANT AGENTS 1-5 were aware of, or during the course of sales of units  
12 became aware of, facts regarding the presence of defects in the physical condition of the Project, as  
13 well as facts regarding latent physical hazards that particularly affect the condominium, all of  
14 which were not readily ascertainable by unit purchasers upon reasonable inspection.  
15

16          5.3    Given this factual knowledge of defective conditions and physical hazards,  
17 DEVELOPER DEFENDANTS, DAN DENNIS, CHERYL CRUTCHER, WINDERMERE REAL  
18 ESTATE/WEST CAMPUS, INC., DOE SALES AGENTS 1-10, and DOE DECLARANT  
19 AGENTS 1-5 also knew, or in the exercise of reasonable care should have known, that the reserve  
20 estimate, operating budget, and other materials included in the public offering statement, were  
21 inaccurate, deceptive, and misleading.  
22

23          5.4    DEVELOPER DEFENDANTS, DAN DENNIS, CHERYL CRUTCHER,  
24 WINDERMERE REAL ESTATE/WEST CAMPUS, INC., DOE SALES AGENTS 1-10, and DOE  
25 DECLARANT AGENTS 1-5 intentionally and/or negligently failed to disclose facts regarding

1 known defects and physical hazards, and intentionally and/or negligently failed to adjust the reserve  
2 estimate and operating budget to reflect the actual condition of the Project.

3 5.5 Pursuant to RCW 64.34.415(1)(a), DEVELOPER DEFENDANTS had a statutory  
4 duty to include in the public offering statement for the Project either a copy of a report prepared by  
5 an independent, licensed architect or engineer, or a statement based on such report, which report or  
6 statement describes, to the extent reasonably ascertainable, the present condition of all structural  
7 components and mechanical and electrical installations material to the use and enjoyment of the  
8 Project.

9  
10 5.6 Pursuant to RCW 64.34.415, RCW 64.55.090, and RCW 64.34.410(nm), the  
11 DEVELOPER DEFENDANTS also had a statutory duty to hire a qualified building enclosure  
12 inspector to: (1) inspect the Project, by such intrusive or other testing, such as removal of siding or  
13 other building enclosure materials, believed by the inspector in his or her professional judgment to  
14 be necessary to ascertain the manner in which the building enclosure was constructed; (2) evaluate,  
15 to the extent reasonably ascertainable and in the professional judgment of the inspector the  
16 condition of the building enclosure including whether such condition has adversely affected or will  
17 adversely affect the performance of the building enclosure to waterproof, weatherproof, or  
18 otherwise protect the building or its components from water or moisture intrusion; (3) include in an  
19 inspection report recommendations for repairs to the building enclosure that in the professional  
20 judgment of the qualified building inspector are necessary to repair a design or construction defect  
21 in the building enclosure that results in the failure of the building enclosure to perform its intended  
22 function and allows unintended water penetration not caused by flooding and repair damage  
23 thereby caused; and (4) include in an inspection report a statement of the extent of the building  
24 enclosure inspection performed by the qualified inspector, the information obtained as a result of  
25

1 that inspection, the manner in which any required repairs were performed, the scope of those  
2 repairs, and the names of the persons performing those repairs. The DEVELOPER  
3 DEFENDANTS had a further duty to provide said building enclosure inspection and repair report,  
4 signed by a qualified building enclosure inspector, to unit purchasers as part of a public offering  
5 statement.

6 5.7 In preparing or assisting in the preparation of the public offering statement for the  
7 Project, and/or in distributing the public offering statement to purchasers, DEVELOPER  
8 DEFENDANTS, DAN DENNIS, CHERYL CRUTCHER, WINDERMERE REAL  
9 ESTATE/WEST CAMPUS, INC., DOE SALES AGENTS 1-10, and DOE DECLARANT  
10 AGENTS 1-5 intentionally and/or negligently failed to include a report of a licensed architect or  
11 engineer, or statement based on such report, that complies with RCW 64.34.415. No report or  
12 statement was included with the public offering statement, or otherwise provided to the unit  
13 purchasers.  
14

15 5.8 Moreover, in preparing or assisting in the preparation of the public offering  
16 statement for the Project, and/or in distributing the public offering statement to purchasers,  
17 DEVELOPER DEFENDANTS, DAN DENNIS, CHERYL CRUTCHER, WINDERMERE REAL  
18 ESTATE/WEST CAMPUS, INC., DOE SALES AGENTS 1-10, and DOE DECLARANT  
19 AGENTS 1-5 intentionally and/or negligently failed to include a building enclosure report or  
20 statement that complies with RCW 64.34.415.  
21

22 5.9 The misrepresentations and omissions described above concerned facts material to  
23 unit owners' decisions to purchase property at the Project, and to the Association's planning and  
24 assessments for reserves and operating expenses.  
25

1           5.10    On information and belief, discovery will reveal further material misrepresentations  
2 and omissions of material fact in the course of sale of units.

3           5.11    As a direct and proximate result of the misrepresentations in and/or omissions of  
4 material fact, the Association and its unit owners have suffered property damage as described  
5 above, and have been damaged in an amount to be determined at trial. Such damages include, but  
6 are not limited to, the cost of repairing the damage to the Project caused by the defective design,  
7 workmanship and materials; the cost of correcting defective conditions and damage, as well as

8 latent physical hazards, including investigative costs and scope-of-repair development costs as  
9 necessary components thereof; the loss of use of the units and common areas; the loss of the  
10 marketability of the units; operating and reserve expenses over and above those reasonably  
11 anticipated by the Association; and other consequential damages.

12           5.12    Pursuant to RCW 64.34.405(3) and the common law, DEVELOPER  
13 DEFENDANTS, DAN DENNIS, CHERYL CRUTCHER, WINDERMERE REAL  
14 ESTATE/WEST CAMPUS, INC., DOE SALES AGENTS 1-10, and DOE DECLARANT  
15 AGENTS 1-5 are liable for the misrepresentations in and omissions of material fact from the public  
16 offering statement.  
17

18           5.13    Pursuant to the WCA, the Association is entitled to its reasonable attorneys' fees  
19 incurred in prosecuting this action.  
20

21   **VI.   FOURTH CLAIM – AGAINST DEVELOPER DEFENDANTS, DOE DECLARANT**  
22   **AGENTS 1-5, DAN DENNIS, CHERYL CRUTCHER, WINDERMERE REAL**  
23   **ESTATE/WEST CAMPUS, INC. AND DOE SALES AGENTS 1-10 FOR FRAUDULENT**  
24   **CONCEALMENT**

25           6.1    Plaintiff re-alleges and incorporates by reference paragraphs 1.1 through 5.13 above.

          6.2    DEVELOPER DEFENDANTS, DOE DECLARANT AGENTS 1-5, DAN  
DENNIS, CHERYL CRUTCHER, WINDERMERE REAL ESTATE/WEST CAMPUS, INC., and

1 DOE SALES AGENTS 1-10, each by virtue of superior knowledge of the Project, and/or by virtue  
2 of knowledge of concealed defects and conditions that pose a danger to the property, health and  
3 lives of the unit purchasers and their invitees, each had an affirmative duty to disclose, or cause the  
4 Declarant to disclose, material facts regarding the physical condition of the Project to unit  
5 purchasers that were unknown to the unit purchasers, and which were not apparent on reasonable  
6 inspection.

7           6.3     DEVELOPER DEFENDANTS, DAN DENNIS, CHERYL CRUTCHER,  
8 WINDERMERE REAL ESTATE/WEST CAMPUS, INC., DOE DECLARANT AGENTS 1-5,  
9 and DOE SALES AGENTS 1-10 breached their duty to disclose concealed defects and conditions  
10 to unit purchasers.  
11

12           6.4     Furthermore, DEVELOPER DEFENDANTS, DAN DENNIS, CHERYL  
13 CRUTCHER, WINDERMERE REAL ESTATE/WEST CAMPUS, INC., DOE DECLARANT  
14 AGENTS 1-5, and DOES SALES AGENTS 1-10 represented existing facts concerning the  
15 physical condition of the Project and the cost to maintain it in the public offering statement. These  
16 representations were material to the purchase of the units. However, the representations falsely  
17 characterized or failed to disclose the true physical condition of the Project, and understated the  
18 costs to maintain it. DEVELOPER DEFENDANTS, DAN DENNIS, CHERYL CRUTCHER,  
19 WINDERMERE REAL ESTATE/WEST CAMPUS, INC., DOE DECLARANT AGENTS 1-5,  
20 and DOES SALES AGENTS 1-10 knew that these representations were false, or were ignorant of  
21 their truth, and intended that unit purchasers at the Project rely on those representations. For their  
22 part, unit purchasers were ignorant of the false character of these representations in the public  
23 offering statement regarding the physical condition of the Project and the cost to maintain it, and  
24  
25

1 relied on the false representations in purchasing units (as was their right under the Condominium  
2 Act), to their consequent damage.

3           6.5     As a direct and proximate result of fraudulent concealment by DEVELOPER  
4 DEFENDANTS, DAN DENNIS, CHERYL CRUTCHER, WINDERMERE REAL  
5 ESTATE/WEST CAMPUS, INC., DOE DECLARANT AGENTS 1-5, and DOES SALES  
6 AGENTS 1-10 Plaintiff has suffered property damage as described above, and has been damaged in  
7 an amount to be determined at trial. Such damages include, but are not limited to, the cost of  
8 repairing the damage to the Project caused by the defective design, workmanship and materials; the  
9 cost of correcting defective conditions and damage, as well as latent physical hazards, including  
10 investigative costs and scope-of-repair development costs as necessary components thereof; the loss  
11 of use of the units and common areas; the loss of the marketability of the units; operating and  
12 reserve expenses over and above those reasonably anticipated by the Association, and other  
13 consequential damages.  
14

15 **VII. FIFTH CLAIM – AGAINST MATT SPEIGHTS, DEVELOPER DEFENDANTS AND**  
16 **DOE DECLARANT BOARD MEMBERS 1-10 FOR BREACH OF FIDUCIARY DUTY**

17           7.1     Plaintiff re-alleges and incorporates by reference paragraphs 1.1 through 6.5 above.

18           7.2     The DEVELOPER DEFENDANTS appointed MATT SPEIGHTS and DOE  
19 DECLARANT BOARD MEMBERS 1-10 to act as the Association's Board of Directors during the  
20 period in which the DEVELOPER DEFENDANTS maintained control of the Association's affairs  
21 pursuant to RCW 64.34.308(4).  
22

23           7.3     MATT SPEIGHTS and DOE DECLARANT BOARD MEMBERS 1-10 acted as  
24 agents of the DEVELOPER DEFENDANTS in governing the Association.

25           7.4     MATT SPEIGHTS, the other DEVELOPER DEFENDANTS, and DOE  
DECLARANT BOARD MEMBERS 1-10 owed the Association's unit owners a fiduciary duty of

1 undivided loyalty and care in managing the affairs of the Association pursuant to RCW  
2 64.34.308(1). Despite their fiduciary duty to the Association's unit owners, at all times MATT  
3 SPEIGHTS and DOE DECLARANT BOARD MEMBERS 1-10 maintained their loyalty to the  
4 DEVELOPER DEFENDANTS, and acted to promote the interests of the DEVELOPER  
5 DEFENDANTS and/or MATT SPEIGHTS personally, instead of the interests of the Association  
6 and its unit owners.

7           7.5     On information and belief, during the period of Declarant control of the Association,  
8 MATT SPEIGHTS, the other DEVELOPER DEFENDANTS, and DOE DECLARANT BOARD  
9 MEMBERS 1-10 were aware, or should have become aware, of serious construction defects in the  
10 Project, understatement of the operating budget established by DEVELOPER DEFENDANTS, and  
11 understatement of the Reserve Estimate as established by DEVELOPER DEFENDANTS.  
12

13           7.6     MATT SPEIGHTS, the other DEVELOPER DEFENDANTS, and DOE  
14 DECLARANT BOARD MEMBERS 1-10 failed to disclose to the Association facts of which they  
15 became aware regarding the presence of defects, physical hazards, and understatement of the  
16 operating and reserve budgets, and failed to otherwise act reasonably in response to this knowledge.  
17

18           7.7     Though they knew or should have known of defective construction, physical  
19 hazards, and poor physical condition of concealed portions of the Project, MATT SPEIGHTS, the  
20 other DEVELOPER DEFENDANTS and DECLARANT BOARD MEMBERS 1-10 negligently or  
21 intentionally failed to cause the Association to undertake an investigation of the construction  
22 quality of the Project and physical hazards.  
23

24           7.8     MATT SPEIGHTS and DOE DECLARANT BOARD MEMBERS 1-10 negligently  
25 or intentionally failed to demand that the DEVELOPER DEFENDANTS repair and remedy the

1 known defects and physical hazards, or otherwise assert the Association's rights to protect itself, its  
2 unit owners, and potential unit owners.

3           7.9     MATT SPEIGHTS, the other DEVELOPER DEFENDANTS and DOE  
4 DECLARANT BOARD MEMBERS 1-10 negligently or intentionally failed to adopt a reasonable  
5 budget and/or establish reasonable reserves during the period of declarant control of the  
6 Association.

7           7.10    On information and belief, MATT SPEIGHTS and DOE DECLARANT BOARD  
8 MEMBERS 1-10 negligently or intentionally failed to collect assessments due from DEVELOPER  
9 DEFENDANTS on unsold units, and negligently or intentionally failed to cause DEVELOPER  
10 DEFENDANTS to pay over monies in the amount of \$130,500.00 received from the Washington  
11 State Department of Transportation to and for the benefit of the Association for easement rights and  
12 reconstruction of portions of the Project damaged by a DOT road-widening project, and used said  
13 monies for their own benefit.  
14

15           7.11    MATT SPEIGHTS and DOE DECLARANT BOARD MEMBERS 1-10 negligently  
16 or intentionally failed to monitor, inspect, supervise, or hire competent professionals to monitor,  
17 inspect and supervise ongoing work by contractors and casual labor employed by DEVELOPER  
18 DEFENDANTS to make improvements to the Project's units and common elements, to ensure that  
19 such work was properly performed.  
20

21           7.12    The acts and omissions of MATT SPEIGHTS, the other DEVELOPER  
22 DEFENDANTS and DOE DECLARANT BOARD MEMBERS 1-10 have caused, and continue to  
23 cause, property damage to the Project's units, common elements, and limited common elements, as  
24 well as personal property of unit owners.  
25

1           7.13   DEVELOPER DEFENDANTS and DOE DECLARANT BOARD MEMBERS 1-  
2 10's breach of their fiduciary and other duties as members of the Board of Directors has  
3 proximately caused injury to the Association's unit owners in an amount to be determined at trial  
4 which includes, but is not limited to, the cost of repairing the damage to the Project caused by the  
5 defective design, workmanship and materials; the cost of correcting defective conditions and  
6 damage, including investigative costs and scope-of-repair development costs as necessary  
7 components thereof; the loss of use of the units and common areas; the loss of the marketability of  
8 the units; operating and reserve expenses over and above those reasonably anticipated by the  
9 Association, and other consequential damages.  
10

11           7.14   Pursuant to the WCA and/or other applicable law, the Association is entitled to its  
12 reasonable attorneys' fees incurred in prosecuting this action.

13           **VIII. SIXTH CLAIM – AGAINST DEVELOPER DEFENDANTS, DOE DECLARANT**  
14           **AGENTS 1-5, DAN DENNIS, CHERYL CRUTCHER, WINDERMERE REAL**  
15           **ESTATE/WEST CAMPUS, INC. and DOE SALES AGENTS 1-10 FOR VIOLATION OF**  
16           **THE CONSUMER PROTECTION ACT.**

17           8.1    Plaintiff re-alleges and incorporates by reference paragraphs 1.1 through 7.14 above.

18           8.2    The conduct alleged herein of DEVELOPER DEFENDANTS, DOE DECLARANT  
19 AGENTS 1-5, DAN DENNIS, CHERYL CRUTCHER, WINDERMERE REAL ESTATE/WEST  
20 CAMPUS, INC. and DOE SALES AGENTS 1-10 constitute unfair or deceptive acts or practices in  
21 trade or commerce which impact the public interest in violation of RCW 19.86 et seq.

22           8.3    Moreover, DEVELOPER DEFENDANTS, DOE DECLARANT AGENTS 1-5,  
23 DAN DENNIS, CHERYL CRUTCHER, WINDERMERE REAL ESTATE/WEST CAMPUS,  
24 INC., and DOE SALES AGENTS 1-10 made false, unfair and deceptive representations to unit  
25 purchasers about the cost to operate and maintain the Project, about the extent and nature of their  
statutory warranty rights under Washington law, including but not limited to the claim that: a

1 warranty of suitability for ordinary use applies only "if at the time made or constructed the Unit  
2 could be legally occupied"; the claim that "a construction defect shall not cause the Unit and  
3 Common Elements to cease to be "suitable""; that the Declarant has the option of performing  
4 repairs or paying the cost of repairs when it violates its warranties; and that the commencement  
5 date of the warranty period depends on recording dates of deeds, on conveyance of property to the  
6 Association, on dates of "substantial completion" and various other factors not stated in the law.  
7 Additionally, DEVELOPER DEFENDANTS, DOE DECLARANT AGENTS 1-5, DAN DENNIS,  
8 CHERYL CRUTCHER, WINDERMERE REAL ESTATE/WEST CAMPUS, INC., and DOE  
9 SALES AGENTS 1-10 unfairly and deceptively withheld information known to them about the true  
10 condition of the project and the necessary cost to repair it from the owners in the course of sales  
11 and/or in the conduct of the Association's affairs. Moreover, developer defendants unfairly and  
12 deceptively appropriated cash assets in the amount of \$130,500.00 belonging to the Association.  
13

14 8.4 As a proximate result of these unfair or deceptive acts or practices, the Association  
15 has been damaged in an amount to be determined at trial which includes, but is not limited to, the  
16 cost of repairing the damage to the Project caused by the defective design, workmanship and  
17 materials; the cost of correcting defective conditions and damage, including investigative costs and  
18 scope-of-repair development costs as necessary components thereof; the loss of use of the units and  
19 common areas; the loss of the marketability of the units; operating and reserve expenses over and  
20 above those reasonably anticipated by the Association; lost cash assets in the amount of  
21 \$130,500.00, and other consequential damages.  
22

23 8.5 Pursuant to Chapter 19.86 RCW, the Association is further entitled to an award of  
24 civil penalties up to \$10,000 per violation, as well as its reasonable attorneys' fees incurred in  
25 prosecuting this action.

1                   **IX. SEVENTH CLAIM – AGAINST DEVELOPER DEFENDANTS FOR**  
2                   **DISGORGEMENT OF FRAUDULENT TRANSFERS.**

3           9.1     Plaintiff re-alleges and incorporates by reference paragraphs 1.1 through 8.4 above.

4           9.2     The Association is informed and believes, and on that basis alleges, that the  
5     DEVELOPER DEFENDANTS have engaged in improper conveyances within the meaning of  
6     RCW 19.40.041 and 19.40.051 in that:

7           a.     All or some of DEVELOPER DEFENDANTS have transferred assets without  
8     receiving a reasonably equivalent value in exchange for the transfer or the obligation, and each  
9     transferor (i) was engaged or about to engage in a business or a transaction for which the remaining  
10    assets were unreasonably small in relation to the business or transaction; or (ii) intended to incur, or  
11    believed, or reasonably should have believed that it would incur, debts beyond its ability to pay as  
12    they became dues; and/or

13           b.     All or some of DEVELOPER DEFENDANTS made transfers or incurred  
14    obligations without receiving a reasonably equivalent value in exchange for the transfer or  
15    obligation, and each was insolvent at the time or became insolvent as a result of the transfer or  
16    obligation; and/or

17           c.     The transfer was made to an “insider” for an antecedent debt, the transferor was  
18    insolvent at that time, and the insider had reasonable cause to believe that the transferor was  
19    insolvent.  
20    insolvent.

21           9.3     As a result of the improper conveyances, the Association is entitled to all of the  
22    remedies set forth in RCW 19.40.071 and 19.40.081, including but not limited to:

23           a.     Avoidance of the transfer or obligation to the extent necessary to satisfy the  
24    Association’s claim, including disgorgement of fraudulent transfers received by DEVELOPER  
25    DEFENDANTS and/or others;

1           b.     An injunction against further disposition by DEVELOPER DEFENDANTS, and/or  
2 others, and/or their transferees of the assets transferred or of other property; and

3           c.     Appointment of a receiver to distribute improperly transferred assets of the  
4 DEVELOPER DEFENDANTS.

5           **X.     EIGHTH CLAIM – AGAINST SPEIGHTS, PANASIUK, HERITAGE PLACE**  
6           **PARTNERSHIP AND DOE PRINCIPALS 1-10 FOR IMPROPER WINDING UP**

7           10.1    Plaintiff re-alleges and incorporates by reference paragraphs 1.1 through 9.3 above.

8           10.2    The Association is informed and believes, and on that basis alleges, that MATT  
9 SPEIGHTS, ANASTASIA PANASIUK, HERITAGE PLACE PARTNERSHIP and DOE  
10 PRINCIPALS 1-10 negligently or intentionally failed to exercise their duties of due care in winding  
11 up the affairs of Declarant.

12           10.3    On the same information and belief, the Association contends that MATT  
13 SPEIGHTS, ANASTASIA PANASIUK, HERITAGE PLACE PARTNERSHIP and DOE  
14 PRINCIPALS 1-10 were aware of the DEVELOPER DEFENDANTS' ongoing warranty  
15 obligations to the Association and its owners, and expected or reasonably should have expected the  
16 Association to assert claims based on the presence of defects, damage and physical hazards at the  
17 Project. Nevertheless, MATT SPEIGHTS, ANASTASIA PANASIUK, HERITAGE PLACE  
18 PARTNERSHIP and DOE PRINCIPALS 1-10 failed to properly wind up the LLC, and failed to  
19 make provision for the LLC to meet its ongoing obligations, in violation of their duties of good  
20 faith and fair dealing with the Association and its members, as well as their fiduciary duties to the  
21 Association and its unit owners as creditors of the LLC. Said fiduciary duty arose at the latest  
22 when it became apparent that the LLC would become or be rendered insolvent.

23           10.4    Under these circumstances, the dissolution and/or failure to maintain the corporate  
24 license of the LLC by MATT SPEIGHTS, ANASTASIA PANASIUK, HERITAGE PLACE  
25

1 PARTNERSHIP and DOE PRINCIPALS 1-10 amounts to constructive fraud. By reason of such  
2 constructive fraud, by reason of their violation of their duties in winding up the LLC, and/or by  
3 reason of their breaches of fiduciary duties to creditors of the LLC, the Association is entitled to  
4 some or all of the following remedies: (1) an order piercing the corporate veil of the LLC and  
5 imposing liability of the LLC directly on defendants MATT SPEIGHTS, ANASTASIA  
6 PANASIUK, HERITAGE PLACE PARTNERSHIP and DOE PRINCIPALS 1-10; (2) an order  
7 imposing a constructive trust on all distributed and undistributed assets of the LLC, as well as on  
8 the proceeds of such assets; and/or (3) an order directing the members and transferees of the LLC  
9 to disgorge assets or equivalent funds to the LLC or to a receiver appointed to distribute the LLC's  
10 assets.  
11

12 **XI. NINTH CLAIM – AGAINST DOE CONTRACTORS 1-20 FOR BREACH OF**  
13 **CONTRACT AND WARRANTY**

14 11.1 Plaintiff re-alleges and incorporates by reference paragraphs 1.1 through 10.4 above.

15 11.2 DOE CONTRACTORS 1-20 are believed to be vendors, contractors, and/or  
16 subcontractors that supplied materials and/or installed and/or constructed portions of the Project in  
17 contemplation of converting it to condominiums. DOE CONTRACTORS 1-20 are believed to  
18 have warranted in writing their work to be free from defects or otherwise good and workmanlike.

19 11.3 The Association is either the assignee of the warranties made by DOE  
20 CONTRACTORS 1-20 or the Association is a third party beneficiary of the warranties made by  
21 DOE CONTRACTORS 1-20, and of the contracts pursuant to which DOE CONTRACTORS 1-20  
22 performed their work on the project.  
23

24 11.4 DOE CONTRACTORS 1-20 have breached their contracts and warranties by  
25 installing defective work and/or materials that has caused and continues to cause property damage  
at the project, as previously described.

1 11.5 As a direct and proximate result of DOE CONTRACTORS 1-20's breaches of  
2 contracts and warranties, the Association and its unit owners have been damaged in an amount to  
3 be determined at trial which includes, but is not limited to, the cost of repairing the damage to the  
4 Project caused by the defective design, workmanship and materials; the cost of correcting defective  
5 conditions and damage, including investigative costs and scope-of-repair development costs as  
6 necessary components thereof; the loss of use of the units and common areas; the loss of the  
7 marketability of the units; operating and reserve expenses over and above those reasonably  
8 anticipated by the Association, and other consequential damages.  
9

## 10 XII. TENTH CLAIM – CONVERSION AGAINST DEVELOPER DEFENDANTS

11 12.1 Plaintiff re-alleges and incorporates by reference paragraphs 1.1 through 11.5 above.

12 12.2 By order of the US Bankruptcy Court for the Western District of Washington dated  
13 August 19, 2005 in Case No. 04-20085, Heritage and the LLC were authorized during the period of  
14 Declarant control of the Association to sell four condominium units at the end of one building in  
15 the Project to the State of Washington, for demolition to accommodate a road-widening project,  
16 along with an underground easement.  
17

18 12.3 Pursuant to said order, the State of Washington was to pay \$52,700 for a  
19 subterranean easement below the Project, and "Said money will be paid over to the condominium  
20 home owners' association."

21 12.4 Also pursuant to said order, the State of Washington was to pay over \$77,800 for  
22 reconstruction of a stairway, restoration of parking and landscaping, amending the Declaration of  
23 Condominium and the survey map and plans.  
24

25 12.5 Said monies were paid over to DEVELOPER DEFENDANTS, in trust for the  
Association, or paid directly to the Association, by the State of Washington.



1 i. Conversion;

2 i. Attorney fees pursuant to statute and/or contract;

3 2. Judgment or order(s) for avoidance of all improper transfers or obligations to the  
4 extent necessary to satisfy the Association's claims, and of injunction against further disposition by  
5 the DEVELOPER DEFENDANTS and their transferees of the assets transferred or of other  
6 property;

7 3. Judgment or order(s) piercing the corporate veil of NEWPORT VILLAGE, LLC  
8 and/or its corporate affiliates, and imposing liability of Declarant directly on the other  
9 DEVELOPER DEFENDANTS including MATTHEW SPEIGHTS and ANASTASIA  
10 PANASIUK;

11 4. Judgment or order imposing a constructive or resulting trust on all distributed and  
12 undistributed assets of NEWPORT VILLAGE, LLC and HERITAGE PLACE PARTNERSHIP, as  
13 well as on the proceeds of such assets; and/or an order directing the members and transferees of  
14 NEWPORT VILLAGE, LLC and HERITAGE PLACE PARTNERSHIP to disgorge assets or funds  
15 to NEWPORT VILLAGE, LLC;

16 5. Judgment against DOE DECLARANT AGENTS 1-5 for damages according to  
17 proof for:

18 a. Negligent or intentional misrepresentations in and/or omissions of material  
19 fact;

20 b. Fraudulent concealment;

21 c. Violation of Consumer Protection Act;

22 d. Attorneys fees and treble damages up to \$10,000 pursuant to statute;

1 6. Judgment against DAN DENNIS, CHERYL CRUTCHER, WINDERMERE REAL  
2 ESTATE/WEST CAMPUS, INC., and DOE SALES AGENTS 1-10 for damages according to  
3 proof for:

- 4 a. Fraudulent concealment & Negligent Misrepresentation;
- 5 b. Violation of Consumer Protection Act;
- 6 c. Attorneys fees and treble damages up to \$10,000 pursuant to statute;

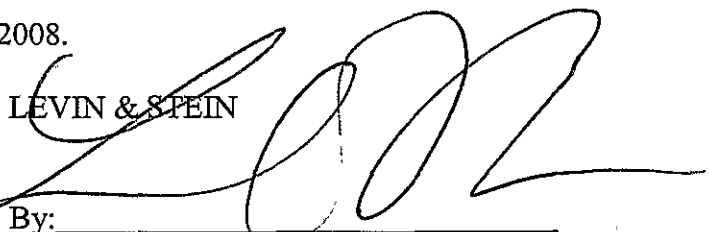
7 7. Judgment against MATT SPEIGHTS and DOE DECLARANT BOARD  
8 MEMBERS 1-10 for damages according to proof for violations of fiduciary duties;

9 8. Judgment against DOE CONTRACTORS 1-20 for breach of contract and breach of  
10 warranty.

11 9. Judgment against MATT SPEIGHTS, ANASTASIA PANASIUK, HERITAGE  
12 PLACE PARTNERSHIP and DOE PRINCIPALS 1-10 for improper winding up of NEWPORT  
13 VILLAGE, LLC.

14 10. Such other, and further relief as the Court may deem just and equitable.

15 DATED this 9 day of September, 2008.

16  
17  
18 LEVIN & STEIN  
19   
20 By: \_\_\_\_\_  
21 Leonard Flanagan, WSBA 20966  
22 Justin Sudweeks, WSBA 28755  
23 Daniel S. Houser, WSBA 32327  
24 Attorneys for Plaintiff  
25