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

ALEX RAHIN, an individual,

Plaintiff,

vs.

STERLING SAVINGS BANK, a bank
organized under the laws of Washington;
WINDERMERE REAL ESTATE /
BELLEVUE COMMONS, INC., a
Washington corporation; SIKORRA &
LANGLOIS CONSTRUCTION, INC., a
Washington corporation

Defendants.

NO.

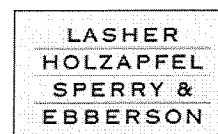
COMPLAINT

COMES NOW Plaintiff Alex Rahin and asserts the following causes of action against the
named Defendants:

I. PARTIES

1.1 Alex Rahin. Plaintiff Alex Rahin ("PLAINTIFF") is an individual residing in Pierce
County, Washington.

1.2 Sterling Savings Bank. Defendant Sterling Savings Bank ("STERLING") is, upon
information and belief, a bank organized under the laws of Washington.



1 1.3 Windermere Real Estate / Bellevue Commons, Inc. Defendant Windermere Real
2 Estate / Bellevue Commons, Inc. (“WINDERMERE”) is, upon information and belief, a
3 Washington corporation.

4 1.4 Sikorra & Langlois Construction, Inc. Defendant Sikorra & Langlois Construction,
5 Inc. (“SIKORRA”) is, upon information and belief, a Washington corporation.

6 **II. JURISDICTION AND VENUE**

7 2.1 Original jurisdiction is vested in the Superior Court for the State of Washington
8 pursuant to RCW 2.08.010.

9 2.2 The Superior Court has jurisdiction over the subject matter of and the parties to this
10 action.

11 2.3 Venue is appropriate in King County Superior Court pursuant to RCW 4.12.025.

12 **III. FACTS**

13 3.1 PLAINTIFF realleges paragraphs 1.1 through 2.3 as if fully set forth herein.

14 3.2 PLAINTIFF was the former owner of the property located at 1842 Lenore Drive,
15 Tacoma, WA 98406 (“Residence”).

16 3.3 On July 15, 2011, a Trustee Sale for the Residence was held and Defendant
17 STERLING acquired the Residence.

18 3.4 On July 18, 2011, Tony Ferrelli, representative of defendant WINDERMERE,
19 contacted PLAINTIFF about the sale of the Residence and confirmed that PLAINTIFF was still
20 residing in the Residence with his pregnant wife and three-year old son. On that same day, Mr.
21 Ferrelli sent an email communication to PLAINTIFF that included the RCW 61.24.060 Notice.

22 3.5 Later that day on July 18, 2011, PLAINTIFF responded to Mr. Ferrelli’s email, and
23 stated that he would not be able to move out by August 6, 2011 (19 days following the RCW
24 61.24.060 Notice) because of his pregnant wife, job commitments, and financial inability to do so.

25 3.6 On July 19, 2011, Julie Sherwood, representative of STERLING, responded to
26 PLAINTIFF’s email. Ms. Sherwood indicated that she would be willing to provide PLAINTIFF

1 additional time to vacate the Residence. However, Ms. Sherwood also indicated that, if necessary,
2 STERLING would take steps to evict PLAINTIFF if he did not vacate in a timely manner.

3 3.7 No further communications occurred between the parties, and on August 7, 2011
4 PLAINTIFF and his family began moving their personal property from the Residence to their new
5 apartment. However, the majority of PLAINTIFF's personal property remained in the Residence.

6 3.8 On August 9, 2011, PLAINTIFF returned to the Residence to discover a notice
7 posted on the door that confirmed that (1) STERLING took possession of the Residence; (2)
8 STERLING changed the locks of the Residence; and (3) PLAINTIFF's personal property was still
9 in the Residence. PLAINTIFF was shocked and could not believe that he had been locked out of
10 the Residence and had no ability to gain access to his personal property.

11 3.9 PLAINTIFF never gave STERLING or WINDERMERE any notice that he intended
12 to vacate the Residence and was unaware that STERLING and WINDERMERE intended to
13 forcibly evict him. The notice provided the contact information for Mr. Ferrelli so that PLAINTIFF
14 could retrieve his personal property.

15 3.10 On August 12, 2011, PLAINTIFF made arrangements with Mr. Crane,
16 representative of WINDERMERE, to meet at the Residence the next day, August 13, 2011, so that
17 PLAINTIFF could have access to his personal property.

18 3.11 When PLAINTIFF returned to the Residence on August 13, 2011, he discovered that
19 a significant amount of his personal property had been moved from the home to the detached
20 garage. PLAINTIFF also discovered that workers from SIKORRA were at the Residence
21 performing numerous construction services. PLAINTIFF did not authorize the movement of the
22 personal property nor did he hire SIKORRA or any other company to perform construction
23 services. With Mr. Crane present, PLAINTIFF took pictures of his personal property in the garage
24 and arranged to return to the Residence on August 20, 2011 with a moving truck to remove his
25 personal property.

26 3.12 When PLAINTIFF met with Mr. Crane on August 20, 2011 at the Residence, he
discovered that some of his personal property was missing. Oddly, there were no signs of a forced

1 entry into the garage. Mr. Crane contacted Mr. Farrelli to inform him about the missing personal
2 property, and Mr. Farrelli's response was "Not my problem."

3 3.13 PLAINTIFF discussed the missing personal property with Dustin Dixon,
4 representative of SIKORRA, about the missing personal property. Mr. Dixon immediately recalled
5 instructing his employees to move PLAINTIFF's personal property. Mr. Dixon told PLAINTIFF
6 that he would inquire whether any of his workers "accidentally" walked off with PLAINTIFF's
7 personal property; however, Mr. Dixon was not able to provide any assistance concerning the
8 whereabouts of PLAINTIFF's missing personal property.

9 **IV. FIRST CAUSE OF ACTION:**
10 **UNLAWFUL REMOVAL AND EXCLUSION OF PLAINTIFF FROM THE RESIDENCE**

11 4.1 PLAINTIFF realleges paragraphs 1.1 through 3.13 as if fully set forth herein.

12 4.2 STERLING and/or WINDERMERE, as an agent of STERLING, failed to comply
13 with the statutory requirements set forth in RCW 61.24.060(1) and Chapter 59.12 RCW, and
14 unlawfully removed and excluded PLAINTIFF from the Residence.

15 4.3 Pursuant to RCW 59.18.290(1), PLAINTIFF is entitled to all damages sustained as a
16 result of the unlawful removal and exclusion, together with interest thereon as allowed by law,
17 PLAINTIFF's reasonable attorney fees and costs of this action, and such other relief as the Court
18 finds just and proper.

19 4.4 STERLING and WINDERMERE are jointly and severally liable for the damages
20 caused to PLAINTIFF.

21 **V. SECOND CAUSE OF ACTION:**
22 **NEGLIGENCE**

23 5.1 PLAINTIFF realleges paragraphs 1.1 through 4.4 as if fully set forth herein.

24 5.2 STERLING, WINDERMERE, and SIKORRA had a duty to use reasonable care to
25 store and protect PLAINTIFF's personal property.

26 5.3 STERLING, WINDERMERE, and SIKORRA breached that duty when they
negligently stored PLAINTIFF's personal property.

1 of treble damages, interest, and PLAINTIFF's reasonable attorneys' fees, costs and expenses
2 pursuant to statute;

3 5. For an award of PLAINTIFF's reasonable attorney fees and expenses incurred in this
4 action;

5 6. For liquidated prejudgment interest on all amounts claimed; and

6 7. For such other and further relief as the Court deems appropriate under the
7 circumstances of this case.

8 DATED this 17 day of October, 2011.

10 LASHER HOLZAPFEL
11 SPERRY & EBBERSON, P.L.L.C.

12
13 By 

14 Sean V. Small, WSBA No. 37018
15 Attorneys for Plaintiff