

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

FRED AND KATHLEEN REPASS,

Plaintiff,

v.

WINDERMERE REAL ESTATE/S.C.A.,
INC.; CHRISTOPHER JUDD, a single man;
WASHINGTON LOAN COMPANY, Inc., a
Washington corporation; and ALISON A.
HAIG, as trustee of subject of deed of trust,

Defendants.

NO. 09-2-46671-8 SEA

ANSWER AND AFFIRMATIVE
DEFENSES OF DEFENDANT
WINDERMERE REAL
ESTATE/S.C.A., INC.

COMES NOW Defendant WINDERMERE REAL ESTATE/S.C.A., INC.
("Windermere"), by and through its attorneys, Lars E. Neste, David C. Daniel, and the Demco
Law Firm, P.S., and hereby answer the Plaintiffs' Complaint For: Intentional Misrepresentation;
Quiet Title; Breach of Warranty; and Declaratory and Injunctive Relief. Windermere hereby
objects to the allegations set forth in the complaint for failure to state the claims as short and
plain statements as required by CR 8.

The following paragraph numbers are intended to correspond with the paragraph numbers
set forth in the Plaintiffs' Complaint. "Insufficient knowledge" as stated herein shall mean
"responding defendant has insufficient knowledge and information upon which to form an
answer and therefore denies the allegation."

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I. ANSWER TO COMPLAINT

1. Insufficient knowledge as to first sentence. Admit second sentence.
2. Insufficient knowledge as to first sentence. Deny that Judd was employed by Windermere. Admit that Judd was a real estate salesperson licensed with Windermere. Deny all remaining allegations.
3. Deny.
4. Deny first sentence. Insufficient knowledge as to second sentence.
5. Admit.
6. Deny.
7. Deny.
8. Insufficient knowledge as to first sentence. Admit that Judd was formerly a licensed real estate salesperson with Windermere. Deny all remaining allegations.
9. Insufficient knowledge.
10. Admit that Windermere and its principals guaranteed loans from WLC to Judd. Deny all remaining allegations.
11. Insufficient knowledge.
12. Insufficient knowledge.
13. Insufficient knowledge as to first sentence. Deny second sentence.
14. Deny.
15. Deny.
16. Deny.
17. Deny.
18. Insufficient knowledge.
19. Deny.
20. Deny.
21. Deny.

1 22. Deny.

2 23. Deny.

3 24. Deny.

4 25. Deny.

5 26. Deny.

6 27. Deny.

7 28. Deny.

8 29. Deny.

9 30. Deny.

10 31. Deny.

11 32. Deny.

12 33. Deny.

13 34. Deny.

14 35. Deny.

15 36. Deny.

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17 **II. AFFIRMATIVE DEFENSES**

18 By way of further answer to the Plaintiffs' Complaint, and as affirmative defenses to the
19 same, the answering Defendant alleges:

- 20 1. Failure to state a claim upon which relief can be granted;
- 21 2. WLC and Windermere are unrelated entities;
- 22 3. Windermere was paid no commission on the subject purchase and sale transaction;
- 23 4. Fraud (Judd: In the event Plaintiff proves its claims for intentional misrepresentation
24 and/or fraud against Judd, Windermere asserts the same as an affirmative defense);
- 25 5. Assumption of risk;
- 26 6. Actual and/or constructive notice;

ANSWER AND AFFIRMATIVE DEFENSES OF DEFENDANT
WINDERMERE REAL ESTATE/S.C.A., INC. - 3

DEMCO LAW FIRM, P.S.
5224 WILSON AVE. S., SUITE 200
SEATTLE, WASHINGTON 98118
(206) 203-6000
FAX: (206) 203-6001

- 1 7. Contributory negligence and/or comparative fault;
- 2 8. Waiver and estoppel;
- 3 9. Insufficiency of process;
- 4 10. Insufficiency of service of process.

5 NOW THEREFORE, Windermere seek the following relief from the Court:

- 6 1. A defense judgment and a dismissal of all claims against Windermere with prejudice;
- 7 2. An award of all statutory costs;
- 8 3. An award of attorney fees and litigation expenses to the extent available by law or by
- 9 contract; and
- 10 4. For such other relief as the court may deem just and equitable.

11 DATED this 22nd day of February, 2010.

12 DEMCO LAW FIRM, P.S.

13 By 

14 Lars E. Neste, WSBA #28781

15 David C. Daniel, WSBA #34410

16 Attorneys for Windermere Real Estate/S.C.A.
17 Inc., and Washington Loan Company