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KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA

THE HONORABLE GLENNA S. HALL

IN THE SUPERIOR COURT OF WASHINGTON  
IN AND FOR KING COUNTY

STATIONHOUSE CONDOMINIUM  
OWNERS' ASSOCIATION, a Washington  
corporation,

Plaintiff,

v.

EN FUEGO DEVELOPMENT, INC., a  
Washington corporation; PATRICK BOLGER  
AND SUSAN GHILARDUCCI BOLGER, a  
married couple; STEVE ERICH LAEVASTU,  
an individual; and WINDERMERE REAL  
ESTATE/OAK TREE, INC., a Washington  
corporation,

Defendants.

NO. 07-2-17754-0 SEA

SUMMONS ON FIRST AMENDED  
COMPLAINT

TO: ALL NAMED DEFENDANTS

A lawsuit has been started against you in the above-entitled court by STATIONHOUSE CONDOMINIUM OWNERS' ASSOCIATION, Plaintiff. Plaintiff's claim is stated in the written First Amended Complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the First Amended Complaint by stating your defense in writing, and by serving a copy upon the undersigned attorney within twenty (20) days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

1 If you were served with the summons and complaint outside the State of Washington, in  
2 order to defend against this lawsuit, you must respond to the complaint by stating your defense in  
3 writing, and by serving a copy upon the undersigned attorney within sixty (60) days after the  
4 service of this summons, excluding the day of service, or a default judgment may be entered  
5 against you without notice. A default judgment is one where plaintiff is entitled to what he asks  
6 for because you have not responded. If you serve a notice of appearance on the undersigned  
7 person, you are entitled to notice before a default judgment may be entered.


8 You may demand that the plaintiff file this lawsuit with the court. If you do so, the  
9 demand must be in writing and must be served upon the undersigned attorney. Within fourteen  
10 (14) days after you serve the demand, the plaintiff must file this lawsuit with the court, or the  
11 service on you of this summons and complaint will be void.

12 If you wish to seek the advice of an attorney in this matter, you should do so promptly so  
13 that your written response, if any, may be served on time.

14 This summons is issued pursuant to rule 4 of the Superior Court Civil Rules of the State  
15 of Washington.

16 DATED this 16<sup>th</sup> day of July, 2007.

17 LEVY · VON BECK & ASSOCIATES, P.S.

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19 \_\_\_\_\_  
20 David von Beck, WSBA #26166  
21 Attorneys for Plaintiff

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KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA

THE HONORABLE GLENNA S. HALL

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IN AND FOR KING COUNTY

STATIONHOUSE CONDOMINIUM  
OWNERS' ASSOCIATION, a Washington  
corporation,

Plaintiff,

v.

EN FUEGO DEVELOPMENT, INC., a  
Washington corporation; PATRICK BOLGER  
AND SUSAN GHILARDUCCI BOLGER, a  
married couple; STEVE ERICH LAEVASTU,  
an individual; and WINDERMERE REAL  
ESTATE/OAK TREE, INC., a Washington  
corporation,

Defendants.

NO. 07-2-17754-0SEA

FIRST AMENDED COMPLAINT

For its causes of action, plaintiff alleges the following. Each allegation incorporates, by this reference, all preceding allegations contained herein.

**I. PARTIES, VENUE AND JURISDICTION**

1. Plaintiff is a condominium association duly organized under the Washington Condominium Act, RCW Ch. 64.34, and it is authorized under that statute (referred to herein as "WCA") to bring this lawsuit on behalf of itself and all of the unit owners in the Stationhouse

1 Condominiums ("Stationhouse") for damages to common elements, limited common elements,  
2 and individual units. The Stationhouse is located in Seattle, King County, Washington.

3 2. At all relevant times, defendant En Fuego Development, Inc. ("En Fuego") was  
4 headquartered in King County and conducted business in King County.

5 3. Defendants Patrick Bolger and Susan Ghilarducci Bolger are a married couple  
6 residing in Seattle, King County, Washington. All actions of Patrick Bolger as alleged herein  
7 were taken by, and on behalf of, the Bolgers' marital community.  
8

9 4. Defendant Steve Erich Laevastu ("Lavaestu") is a licensed real estate salesperson  
10 and a resident of King County. He works from the offices of, and as an agent for, defendant  
11 Windermere Real Estate/Oak Tree, Inc.

12 5. Windermere Real Estate/Oak Tree, Inc. ("Windermere") is a Washington  
13 corporation with headquarters in King County.

14 6. Venue in this court is proper because defendants reside in King County,  
15 defendants' principal place of business is in this county, and the Stationhouse is situated on real  
16 property located in this county.  
17

## 18 II. FACTS

19 7. Plaintiff, Stationhouse Condominium Owners' Association ("the Association"), is  
20 a condominium association duly organized under the Condominium Act of the State of  
21 Washington, RCW Ch. 64.34 ("WCA"). The Association is authorized to bring this lawsuit  
22 pursuant to that statute on behalf of itself and all of the unit owners in the Stationhouse for  
23 damage to common elements, limited common elements, and individual units, and related  
24 damages incurred and to be incurred by the unit owners.  
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1 8. Defendant En Fuego is a Washington corporation that developed Stationhouse  
2 pursuant to a Condominium Declaration recorded in King County, under Recorder's No.  
3 20051205002143 on December 5, 2005 ("Declaration of Condominium").

4 9. The Bolger defendants participated in the financing of the projects and, together  
5 with defendant En Fuego Development, Inc., they held themselves out to the public as "enFuego  
6 Construction." Patrick Bolger is the president of En Fuego Development.

7 10. The Bolger defendants and defendant En Fuego represented, in marketing  
8 materials that they and defendant Laevastu designed, created and/or approved to promote the sale  
9 of units at Stationhouse, that "enFuego Construction is a family owned and operated Seattle  
10 construction company." In reality, there is no such construction company licensed in this state,  
11 nor has there ever been such a company. Furthermore, the Bolger defendants each possessed an  
12 individual and marital ownership interest in the project and property, and they conveyed that  
13 interest to plaintiff and its members for consideration as part of selling the units at Stationhouse.  
14

15 11. Defendants En Fuego and the Bolgers (together, "Developer Defendants") have  
16 incurred liability as officers and/or directors, or by holding themselves out as officers and/or  
17 directors, or allowing others to represent them as officers and/or directors of a corporation that  
18 does not exist or that has never undertaken completion of corporate formalities or which, if  
19 formalities were undertaken and completed, subsequently failed to maintain such corporate  
20 formalities by the intermingling of various assets and personnel. As a result, such corporations  
21 and entities and individuals have devolved to partnerships from which, by virtue of partnership  
22 law, each such defendant has individual and personal liability, and that liability is joint and  
23 several.  
24

25 12. The Developer Defendants have built and developed several residential dwellings  
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1 throughout the greater Seattle area. Developer Defendants developed the Stationhouse and sold  
2 all four units, A through D, in 2006. Units A, B, and C are residential units and Unit D is a  
3 commercial unit dedicated to professional office space.

4 13. The Stationhouse is currently suffering from the results of various construction  
5 defects, water intrusion, and damage that affect the habitability of the units. Defendants are  
6 responsible for all damages associated with those defects, as further described below.

7  
8 14. The Developer Defendants knew that Units A, B, and C in the Stationhouse  
9 would be inhabited as residential dwelling units and that Unit D would be used as a commercial  
10 space occupied by people on a daily basis. These defendants also knew or should have known  
11 that the Stationhouse, as built, did not satisfy applicable statutes, building codes, ordinances, or  
12 acceptable building practices, and that the buyers of the finished units and the Association would  
13 be subjected to various types of risk and losses that the Washington State Legislature has  
14 determined to be unsafe and unacceptable.

15 15. Defendants En Fuego and Patrick Bolger were actively involved in the design and  
16 monitoring of the construction of Stationhouse, as well as the performance of certain repairs  
17 there, and thus the defendants had the opportunity to know how the project was constructed.

18  
19 16. Because defendants Patrick Bolger and En Fuego observed the methods of  
20 construction, and because Patrick Bolger, by his own representation, "grew up in the building  
21 business and has spent more than 20 years developing some of the most desirable lots in Seattle,"  
22 defendants had the opportunity to discover the many construction defects that are now creating  
23 the many hazards and causes of property loss at the Stationhouse. None of these opportunities to  
24 discover those many defects were readily available to the purchasers of Stationhouse units.  
25 During and after construction, these Developer Defendants did discover defects and moisture  
26

1 intrusion, but failed to disclose the defects or the extent or risk of moisture intrusion.

2 17. Defendants, through the POS and marketing materials, represented to buyers and  
3 potential buyers that the Stationhouse was a quality, defect-free project, fit and appropriate for  
4 use as a high-end residential condominium. Defendants' marketing materials represented that  
5 the building was of "unequalled quality" and was "beyond perfection." At no time did the  
6 defendants, or any of them, indicate anything to the contrary or otherwise notify the buyers that  
7 Stationhouse was anything but a high quality condominium, built to exacting standards and  
8 without any known defects.

9  
10 18. Defendants Laevastu and Windermere marketed the units and sold three of the  
11 four units in the Stationhouse. At all relevant times, Laevastu was acting for himself and as an  
12 agent for defendant Windermere, as well as the listing agent for defendants En Fuego and Bolger  
13 in selling Units A, B, and C. Laevastu interacted with buyers and prospective buyers, as well as  
14 with the real estate agents for those buyers and prospective buyers, during the course of his work  
15 in marketing and selling the units. Upon information and belief, during this process and prior to  
16 ever being contacted by any of the eventual purchasers of the units, defendants En Fuego,  
17 Bolger, and Laevastu knew or had reason to know that at least one, and perhaps as many as three  
18 or more, potential buyers of units at Stationhouse backed out of their purchase due to concerns  
19 about construction defects and water intrusion. However, Laevastu never disclosed this  
20 information during his marketing and selling of the units at Stationhouse to the current owners.  
21 Rather, he told the buyers and their agents that the prior sales had fallen through only because of  
22 a delay by the builder in getting the final Certificate of Occupancy.

23  
24 19. In February 2006, Theresa Schneider obtained an inspection of Unit A, the  
25 common areas, and the limited common area associated with Unit A pursuant to her pending  
26

1 offer to purchase the unit. A copy of the inspection report, which mentioned several, serious  
2 problems with leaks through the common areas adjacent to her unit as well as defects in the  
3 limited common area and common areas on the roof, was provided to defendants Laevastu, En  
4 Fuego, and Patrick Bolger. En Fuego and Bolger assured Ms. Schneider that the defects were  
5 localized and minimal and would be corrected, but these defendants failed to correct them and as  
6 a result the building has continued to suffer water intrusion and significant damage to the interior  
7 components. Moreover, at no time did any of the defendants notify the purchasers of the other  
8 units that there were defects in the common areas, and that these defects were likely to be  
9 systemic and thus affecting all of the units and common areas.

11 20. Each of the buyers of Stationhouse condominiums and the Association reasonably  
12 relied upon representations made by and on behalf of defendants En Fuego and the Bolgers,  
13 including those representations made on behalf of those defendants by their agents, defendants  
14 Laevastu and Windermere with respect to Units A-C and agent Mark Pennucci with respect to  
15 Unit D, as to the qualities and history of Stationhouse.

16 21. Defendants En Fuego and the Bolgers are engaged in a trade or business that  
17 affects the public interest and that has caused great injury to the Association's property and to the  
18 property of those whose interests the Association represents in this action.

19 22. Defendants failed to disclose material facts and/or conditions concerning the  
20 Stationhouse building and existing and potential damage to the property, all of which would have  
21 been material to buyers.

22 23. Defendants En Fuego and the Bolgers failed to prepare or provide an accurate or  
23 timely Public Offering Statement ("POS") as required under the WCA.

24 24. By early 2006, the defendants had either discovered or been informed of defects  
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1 and potential leaks at the Stationhouse. Despite this knowledge, the defendants continued to  
2 represent and market the condominiums as being of high quality, without defects, and "beyond  
3 perfection." Defendants succeeded in selling all four units after discovering serious defects, but  
4 only because the defendants never disclosed to the unsuspecting buyers the existence of these  
5 defects or the risks of serious water intrusion and damage.

6 25. In 2006, after purchasing their units, the members of the plaintiff Association  
7 discovered that water intrusion and damage to the underlying components of the building has  
8 occurred, and continues to occur, as a result of defects in the work of the Developer Defendants  
9 and their subcontractors. In November 2006, various unit owners met with defendant Pat  
10 Bolger, president of defendant En Fuego. At that meeting, Mr. Bolger made numerous  
11 assurances regarding the repairs he would make, and he indicated that all necessary repairs  
12 would be made inside and outside Stationhouse. These unit owners followed up with a letter to  
13 Bolger dated December 8, 2006, in which they outlined the next steps as promised by Mr.  
14 Bolger.

15 26. Despite the assurances of Mr. Bolger, he and En Fuego failed to perform the  
16 promised repairs. Plaintiff, through its attorney, subsequently served the Bolger defendants and  
17 En Fuego with a Notice of Claim pursuant to RCW Ch. 64.50, by letter dated February 13, 2007.  
18 Plaintiff believes, and therefore alleges, that plaintiff and its members are not bound by the  
19 notice requirements of RCW 64.50 because defendants Bolger and En Fuego failed to provide  
20 the proper notice at or before the time of sale to each of the purchasers. Nevertheless, plaintiffs  
21 served the Notice of Claim as a precaution and, in the event the statute is found to apply to  
22 plaintiffs' claims, the plaintiffs have in fact complied with the requirements of the statute as a  
23 prerequisite to filing this action. To date, defendants have not provided an offer of remedy or  
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1 other written response within the timeframe allowed by RCW Ch. 64.50.

2       27.     The investigation to date by plaintiff's expert has revealed that, as a result of  
3 defects in the work of the Bolger defendants, defendant En Fuego, and their subcontractors,  
4 moisture continues to migrate past the exterior of the Stationhouse, thereby damaging each unit  
5 and affecting the habitability of the units.

6                   **III. FIRST CAUSE OF ACTION AGAINST DEVELOPER DEFENDANTS:**  
7                   **BREACH OF THE WASHINGTON CONDOMINIUM ACT, RCW CH. 64.34**

8       28.     RCW 64.34.410 sets forth the minimum requirements for a POS, which by statute  
9 must be provided to buyers. Each contract pursuant to which the Developer Defendants sold the  
10 units at the Stationhouse likewise required that a POS be provided to the buyer. The Developer  
11 Defendants failed to provide a POS to each of the buyers prior to, at the time of, or after closing.  
12 The only POS that these defendants did provide, dated July 2006 and provided only to the buyer  
13 of Unit D, failed to comply with the WCA and nowhere waived the provisions of the WCA,  
14 which warrant that the units, common areas, limited common areas, and improvements would be  
15 "suitable for the ordinary uses of real estate of their type and ... free from defective materials  
16 and ... constructed in accordance with applicable law, according to sound engineering and  
17 construction standards, and in a workmanlike manner." Moreover, the Declarations improperly  
18 identify defendant En Fuego as the "sole owner," when in fact the Bolger defendants were also  
19 owners of the property.  
20

21       29.     As evidenced by the results of plaintiff's expert's preliminary investigation, the  
22 Developer Defendants breached these warranties. As a direct and proximate result of these  
23 defendants' conduct, including their intentional and negligent nondisclosure of known defects,  
24 the Association and the Stationhouse unit owners have been damaged in an amount to be proven  
25 at trial.  
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1 30. Pursuant to RCW 64.34.455, the Association is entitled to its reasonable  
2 attorneys' fees incurred in bringing this action.

3 **IV. SECOND CAUSE OF ACTION AGAINST DEVELOPER DEFENDANTS:**  
4 **BREACH OF IMPLIED WARRANTIES**

5 31. RCW 64.34.445 creates an implied warranty of quality that a condominium unit  
6 must be in at least as good condition at the earlier of the time of the conveyance or delivery of  
7 possession as it was at the time of contracting. The Stationhouse as constructed and sold to  
8 plaintiff's members fails to comply with numerous provisions of the implied warranty in the  
9 WCA. Moreover, as indicated above, at the time defendants En Fuego and Bolger actually sold  
10 the units, they knew that the building and individual units had been constructed negligently and  
11 in violation of building codes and industry practices. Nevertheless, these defendants sold the  
12 units without disclosing the known defects.

13  
14 32. As a direct and proximate result of the Developer Defendants' breach of the  
15 implied warranties in the WCA, the Association and the Stationhouse unit owners have been  
16 damaged in an amount believed to exceed \$500,000.

17 33. Pursuant to RCW 64.34.455, the Association is entitled to its reasonable  
18 attorneys' fees incurred in bringing this action.

19 **V. THIRD CAUSE OF ACTION AGAINST DEVELOPER DEFENDANTS:**  
20 **BREACH OF IMPLIED WARRANTY OF HABITABILITY**

21 34. Under Washington law, Developer Defendants impliedly warranted that the units  
22 and the common elements of the Stationhouse condominiums habitable.

23 35. The Developer Defendants breached this implied warranty of habitability as  
24 demonstrated by the substantial, ongoing water intrusion and by the visibly apparent mold  
25 growth in several units. These breaches are serious and substantially compromise the  
26

1 habitability of several of the units in the Stationhouse.

2 36. As a direct and proximate result of the Developer Defendants' conduct, the  
3 Association and the Stationhouse unit owners have been damaged in an amount believed to  
4 exceed \$500,000.

5 37. Pursuant to the purchase and sales agreements used by the Developer Defendants  
6 in selling the units in the Stationhouse, the Association is entitled to its reasonable attorneys' fees  
7 incurred in prosecuting this action.

8  
9 **VI. FOURTH CAUSE OF ACTION AGAINST DEVELOPER DEFENDANTS:**  
10 **BREACH OF CONTRACT**

11 38. The purchase and sales agreement employed by the Developer Defendants in  
12 selling the Stationhouse units requires these defendants to comply with RCW Ch. 64.34. Those  
13 statutes impose certain minimum duties upon the sellers of condominiums, as indicated above.  
14 Developer Defendants breached their obligations to provide residential units of workmanlike  
15 quality, free of material defects and by failing to provide a POS. These Developer Defendants  
16 took steps to mislead plaintiff and its members as to the existence of defects.

17 39. Developer Defendants constructed, marketed, and sold the Stationhouse units to  
18 buyers who were led to believe that they were purchasing condominium units constructed in  
19 conformance with the plans and specifications, applicable performance standards and building  
20 codes, and all applicable warranties, including contractual, common law and statutory.

21 40. Developer Defendants failed to construct Stationhouse pursuant to the plans and  
22 specifications, applicable building codes, performance standards and warranties.

23 41. Developer Defendants by their actions, misrepresentations, and omissions have  
24 breached their contracts and agreements with the Association and those whose interests are  
25 represented by the Association.  
26

1 42. As a direct and proximate result of the Developer Defendants' conduct, the  
2 Association and the Stationhouse unit owners have been damaged in an amount to be proven at  
3 trial.

4 43. Pursuant to the purchase and sales agreement employed by Developer Defendants  
5 in selling the units, the Association is entitled to its reasonable attorneys' fees incurred in  
6 prosecuting this action.

7  
8 **VII. FIFTH CAUSE OF ACTION AGAINST DEVELOPER DEFENDANTS:**  
9 **VIOLATION OF THE CONSUMER PROTECTION ACT**

10 44. At the time the Developer Defendants marketed and offered the units for sale to  
11 the public, they made various representations that the Stationhouse did and would comply with  
12 the WCA, and that the building and units were of such high quality construction as to be "beyond  
13 perfection." The Developer Defendants also made false representations about a non-existent  
14 entity, "enFuego Construction," to wrongly convey a history of quality and experience to  
15 prospective buyers, including the plaintiff's members.

16 45. In fact, these defendants knew or should have known that the Stationhouse was  
17 not of high quality construction, that the defendants did not require their building contractors and  
18 repair contractors to adhere to the highest standards for construction, and that the building  
19 suffered from serious, systemic defects and water intrusion. The defendants also knew that there  
20 was no such entity as enFuego Construction and knowingly misrepresented to plaintiff's  
21 members and others that such a company existed and had built Stationhouse using its 20 years of  
22 experience.

23 46. Prior to selling the units, the Developer Defendants discovered that there were  
24 serious deficiencies in the construction of Stationhouse. At no time after making this discovery  
25 did these defendants disclose any of the problems or defects to the ultimate purchasers, all of  
26

1 whom reasonably relied on these defendants' warranties and representations. The Developer  
2 Defendants also returned after the sale of the units to "repair" certain defects, and in doing so  
3 they caused additional damage by applying caulk in inappropriate locations and in an  
4 unprofessional manner.

5 47. Each single action of the Developer Defendants in constructing, marketing, and  
6 "repairing" Stationhouse and in failing to disclose the defects discovered by defendants prior to  
7 the sale of units constituted an unfair and deceptive act or practice in the conduct of these  
8 defendants' trade or business with respect to each single purchaser, and these practices affect the  
9 public interest. Consequently, these Developer Defendants' conduct violated RCW 19.86.020  
10 for each unfair or deceptive act or practice with respect to each individual purchaser.

12 48. As a direct and proximate result of these defendants' conduct, the Association and  
13 the Stationhouse unit owners have been damaged, including treble damages up to \$10,000 for  
14 each violation of RCW 19.86.020 as to each of plaintiff's members, plus costs and attorneys'  
15 fees pursuant to RCW 19.86.020.

16 **VIII. SIXTH CAUSE OF ACTION AGAINST DEVELOPER DEFENDANTS:**  
17 **LIABILITY FOR IMPROPER MAINTENANCE AND REPAIR**

18 49. Prior to the developer defendants' sale of all units, these defendants maintained  
19 control of the Association and of various portions of the premises and the common elements.  
20 These defendants are thus liable under RCW 64.34.344 for progressive damage that occurred  
21 after the sale of all units as a result of their improper and/or faulty repair and maintenance of the  
22 common elements and their wrongful and fiduciary and/or negligent failure to disclose that  
23 proper repairs had not been completed. Plaintiff has been damaged by these acts of the  
24 developer defendants in an amount to be proven at trial.  
25

1 **IX. SEVENTH CAUSE OF ACTION AGAINST DEVELOPER DEFENDANTS:**  
2 **BREACH OF FIDUCIARY DUTY**

3 50. The Developer Defendants exercised and reserved legal and/or de facto control of  
4 the Board of Directors until well after the first unit was sold and occupied. This was  
5 accomplished through control of the Board pursuant to RCW 64.34.308 and through the  
6 withholding of information, including information regarding the construction of the buildings  
7 and the prior prospective buyers who backed out of their purchases because of defects, from  
8 other Board members and owners during the period in which the Developer Defendants had an  
9 appointed member on the Board.

10 51. In taking such action, the Developer Defendants caused the plaintiff and its  
11 members to incur damages including physical damage to tangible property, in an amount to be  
12 proven at trial.

13 **X. FIRST CAUSE OF ACTION AGAINST LAEVASTU AND WINDERMERE:**  
14 **NEGLIGENT MISREPRESENTATION**

15 52. Defendants Laevastu, on behalf of himself, Windermere, and the other  
16 defendants, misrepresented the history and quality of the Stationhouse to the current owners of  
17 Units A, B, and C prior to their purchase of a unit at Stationhouse. These buyers reasonably  
18 relied on the representations of Laevastu and Windermere when they decided to purchase their  
19 units. These misrepresentations caused foreseeable damages to the buyers, including  
20 contributing to their decision to purchase their unit rather than a unit in a well-constructed  
21 building such as the one they thought they were buying. The amount of plaintiff's damages from  
22 the negligent misrepresentation by these defendants will be proven at trial.  
23

1 **XI. SECOND CAUSE OF ACTION AGAINST LAEVASTU AND WINDERMERE:**  
2 **VIOLATION OF THE CONSUMER PROTECTION ACT**

3 53. Defendants Laevastu and Windermere misrepresented the history and quality of  
4 the Stationhouse, and failed to disclose known construction defects and water intrusion  
5 discovered prior to the sale of the units.

6 54. Each instance of concealment and misrepresentation constitutes an unfair and  
7 deceptive act or practice in the conduct of these defendants' trade or business with respect to  
8 each single purchaser, and these practices affect the public interest. Consequently, these  
9 defendants' conduct violated RCW 19.86.020 for each unfair or deceptive act or practice with  
10 respect to each individual purchaser.

11 55. As a direct and proximate result of these defendants' conduct, the Association and  
12 the Stationhouse unit owners have been damaged, including treble damages up to \$10,000 for  
13 each violation of RCW 19.86.020 as to each of plaintiff's members, plus costs and attorneys'  
14 fees pursuant to RCW 19.86.020.

15  
16 **PRAYER FOR RELIEF**

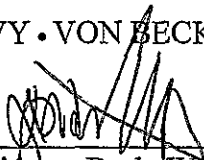
17 WHEREFORE, the Association prays for judgment:

- 18 a. Against the Developer Defendants, jointly and severally, for damages for breach  
19 of the WCA and breach of implied warranties;
- 20 b. Against the Developer Defendants, jointly and severally, for damages for breach  
21 of the implied warranty of habitability;
- 22 c. Against the Developer Defendants, jointly and severally, for damages for breach  
23 of contract;
- 24 d. Against the Developer Defendants, jointly and severally, for damages for  
25 violation of the Consumer Protection Act, including treble damages, costs and  
26 attorneys' fees;

- 1 e. Against the Developer Defendants, jointly and severally, for attorneys' fees and  
2 costs pursuant to contract, statute, and as otherwise may be allowed;  
3 f. Against defendants Laevastu and Windermere, jointly and severally, for negligent  
4 misrepresentation;  
5 g. Against defendants Laevastu and Windermere, jointly and severally, for damages  
6 for violation of the Consumer Protection Act, including treble damages, costs and  
7 attorneys' fees;  
8 g. For such other and further relief as the court may deem just and equitable.

8 DATED this 13th day of July, 2007.

9 LEVY • VON BECK & ASSOCIATES, P.S.

10   
11 \_\_\_\_\_  
12 David von Beck, WSBA #26166  
13 James D. Hicks, WSBA #36126  
14 Attorneys for Plaintiff