

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
WASHINGTON LOAN COMPANY,
INC.

COMES NOW Defendant WASHINGTON LOAN COMPANY, INC. ("WLC"), 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. WLC 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.

2. Insufficient knowledge.

3. Insufficient knowledge.

4. Deny first sentence. Admit second sentence.

5. Insufficient knowledge.

6. Deny.

7. Deny.

8. Insufficient knowledge.

9. Admit that in late 2005 WLC loaned Judd \$300,000.00 and in early 2006 WLC loaned Judd \$100,000.00. Deny remaining allegations.

10. Admit that Windermere and its principals guaranteed loans from WLC to Judd. Deny all remaining allegations.

11. Insufficient knowledge.

12. Admit that a deed of trust securing the \$400,000 in loans against the Kirkland Property was executed on March 30, 2007. Deny all remaining allegations.

13. Insufficient knowledge as to first sentence. Deny second sentence.

14. Insufficient knowledge.

15. Deny.

16. Deny.

17. Deny.

18. Deny.

19. Deny.

20. Deny.

21. Deny.

22. Deny.

1 23. Deny.

2 24. Deny.

3 25. Deny.

4 26. Deny.

5 27. Deny.

6 28. Deny.

7 29. Deny.

8 30. Deny.

9 31. Deny.

10 32. Deny.

11 33. Deny.

12 34. Deny.

13 35. Deny.

14 36. Deny.

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16 **II. AFFIRMATIVE DEFENSES**

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

- 19 1. Failure to state a claim upon which relief can be granted;
20 2. WLC and Windermere Real Estate/S.C.A., Inc. are unrelated entities;
21 3. WLC is no longer in any way related to the loans to Judd or the security interests
22 supporting those loans. WLC conveyed its interests to Windermere Real Estate/S.C.A.,
23 Inc. in March, 2008 for adequate consideration. As such, WLC is improperly named as a
24 defendant in this matter;
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4. Fraud (Judd: In the event Plaintiff proves its claims for intentional misrepresentation and/or fraud against Judd, WLC asserts the same as an affirmative defense);
5. Assumption of risk;
6. Actual and/or constructive notice;
7. Contributory negligence and/or comparative fault;
8. Waiver and estoppel.

NOW THEREFORE, WLC seek the following relief from the Court:

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

DATED this 22nd day of February, 2010.

DEMCO LAW FIRM, P.S.

By

Lars E. Neste, WSBA #28781
David C. Daniel, WSBA #34410
Attorneys for Windermere Real Estate/S.C.A.
Inc., and Washington Loan Company