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SUPERIOR COURT OF WASHINGTON

IN AND FOR KING COUNTY

PAMELA J. BRIDGEN, an individual, and  
THE PAMELA J. BRIDGEN LIVING  
TRUST,

Plaintiffs,

v.

WINDERMERE REAL ESTATE CO., a  
Washington corporation; EDWARD  
KRIGSMAN, in his individual and  
representative capacity; THOMAS A.  
FAIRHALL, as Trustee of the Södergren  
Family Trust; and THE SODERGREN  
FAMILY TRUST,

Defendants.

Case No.

COMPLAINT FOR NEGLIGENT  
MISREPRESENTATION UNDER THE  
CONSUMER PROTECTION ACT  
SEEKING DAMAGES AND OTHER  
RELIEF

**I. INTRODUCTION**

1. This suit involves claims arising out of a real estate transaction involving the purchase and sale of a residential home and property located at 9752 Lake Shore Blvd., NE, Seattle, Washington ("9752 Lake Shore"). The home was advertised and marketed as an architecturally significant home with a major remodel conducted in or about 1972 and offered for sale at \$1,700,000. The marketing efforts represented that the home remodel was designed and implemented by the famous architect Ralph Anderson ("Anderson"), a father of the school of

1 architecture called Northwest Modernism, “in partnership” with the homeowner, Evert  
2 Södergren. Anderson, now deceased, is nationally recognized and homes designed by him are  
3 prized and garner higher prices. He was inducted as a Fellow of the American Institute of  
4 Architects; this honor is reserved for those who are nationally recognized for excellence in  
5 design and contributions to the architectural profession and society.

6 2. Defendant Edward Krigsman (“Defendant Krigsman” or “Krigsman”), on behalf  
7 of all Defendants, posted advertising on the Internet, and enlisted the support of DOCOMOMO  
8 WEWA, a non-profit dedicated to the preservation of Northwest Modernism and Anderson’s  
9 legacy, to publicize the availability of 9752 Lake Shore as a home allegedly designed and  
10 remodeled with the active involvement of the licensed architect Anderson. Krigsman, on behalf  
11 of all Defendants, also caused the publication of an article in the Internet-based magazine  
12 *Curbed Seattle* which specializes in real estate issues.

13 3. The representations regarding Anderson’s involvement in the alleged design and  
14 renovation which were made to the public, prospective buyers, and Plaintiffs by publication of a  
15 Facebook posting and website on the Internet and in the *Curbed Seattle* article on the Internet  
16 were false. Those misrepresentations constituted deceptive practices under the Consumer  
17 Protection Act in that members of the public would take them as true and would rely on them.  
18 Plaintiffs Bridgen and the Bridgen Trust in fact did rely on them. But for these falsehoods and  
19 deceptive statements, Bridgen never would have entered into the contract to purchase the home  
20 and never would have paid the grossly inflated price that Plaintiffs did.

21 4. Defendant Krigsman knew or should have known that the representations were  
22 false. To the extent Krigsman conducted any investigation before publication of the false  
23 information on the Internet, Krigsman failed to meet standards of diligence in his investigations  
24 and was negligent in his investigations.

25 5. Had Defendant Krigsman conducted non-negligent investigations, he would have  
26 known that the design and construction of the major remodel of the living space on the upper  
27 floors of 9752 Lake Shore was accomplished *without* the services of Architect Anderson,

1 professional or otherwise.

2 6. The two-story remodel of 9752 Lake Shore in fact is a “home owner special” of  
3 the former owner, Evert Södergren. Evert Södergren was not a licensed home builder and he  
4 was not an architect. Södergren was an artist who practiced his art in furniture. He conducted  
5 the upper story remodel with the assistance of furniture-maker assistants who worked in his  
6 furniture manufacturing business which was located at 9752 Lake Shore. Södergren died at the  
7 age of 93 in 2013, two years before the estate sale of the home.

8 7. The remodel was created by Södergren without the professional involvement of  
9 Anderson. The remodel was designed by Södergren, not by Anderson. The construction was  
10 Södergren’s, and there was no involvement of the professional architect Anderson nor any  
11 residential construction professionals. None of this was obvious to the public at large or to  
12 prospective buyers, including Plaintiff Bridgen.

13 8. The falsehoods and deceptive acts purveyed by Defendant Krigsman, on behalf of  
14 all Defendants, led prospective buyers and Plaintiffs to believe that the construction of the home  
15 would be of the quality befitting the professional involvement of a licensed architect and, in  
16 particular, the highly regarded and famous Ralph Anderson.

17 9. Södergren’s construction techniques for the remodel were hidden behind wall,  
18 floor, and ceiling coverings and could not be discerned from inspection. Södergren’s  
19 construction was substandard and did not meet norms for adequate construction. On information  
20 and belief, Södergren’s construction did not meet code requirements at the time of construction.  
21 On information and belief, Södergren’s construction created structurally unsound conditions.

22 10. Claims are brought for violations of the Unfair Business Practices-Consumer  
23 Protection Act and negligent misrepresentation. The suit seeks damages, costs and attorneys’  
24 fees and other relief that the court deems appropriate.

## 25 **II. JURISDICTION AND VENUE**

26 11. Jurisdiction lies with the Superior Court under RCW 2.08.010 and under the  
27

1 Unfair Business Practices-Consumer Protection Act, RCW 19.86.090.

2 12. Venue is proper in this Court because the property at issue is located in King  
3 County, and Defendants Windermere and Krigsman operated this sale from the Windermere  
4 office on Sand Point Way, Seattle, King County.

5 **III. PARTIES**

6 13. Plaintiff PAMELA J. BRIDGEN (“Ms. Bridgen”) is a resident of King County,  
7 Washington. She is the Trustee of the Pamela J. Bridgen Living Trust (“Bridgen Trust”).

8 14. The BRIDGEN LIVING TRUST is the purchaser of 9752 Lake Shore Boulevard,  
9 NE, Seattle, Washington 98115 (“9752 Lake Shore”), and is its current owner.

10 15. Defendant EDWARD KRIGSMAN (“Defendant Krigsman” or “Krigsman”) is a  
11 real estate broker licensed in Washington. Krigsman is the Managing Broker of the Windermere  
12 Real Estate Co. with an office at 5425 Sand Point Way NE, Seattle, Washington 98105 in King  
13 County. Krigsman was the selling broker and agent for 9752 Lake Shore Blvd. Krigsman is  
14 being sued in his individual capacity and in his capacity as the Managing Broker and agent of  
15 Windermere Real Estate Co.

16 16. Defendant WINDERMERE REAL ESTATE CO. (“Windermere”) is a licensed  
17 Washington real estate limited liability company. It has an office at 5425 Sand Point Way NE,  
18 Seattle, Washington 98105 in King County. Through its Managing Broker and agent, Krigsman,  
19 Windermere was the broker for the sale of 9752 Lake Shore Blvd.

20 17. Defendant THE SODERGREN FAMILY TRUST (“SF Trust”) owned and sold  
21 9752 Lake Shore Blvd., NE, Seattle, Washington to Ms. Bridgen and the Bridgen Living Trust,  
22 with closing on or about September 16, 2015.

23 18. Defendant THOMAS A FAIRHALL (“Fairhall”) is the Trustee of the SF Trust.  
24 Fairhall is a real estate attorney licensed to practice law in Washington. Fairhall was personally  
25 involved in the sale of 9752 Lake Shore Blvd. SF Trust and Fairhall were represented in the sale  
26 by their agents Krigsman and Windermere.

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**IV. FACTUAL ALLEGATIONS**

**A. Use of the Internet and a Non-Profit to Widely Purvey Defendants’ False Statements and Deceptive Materials to the Public and Prospective Buyers**

19. On or about July 9, 2015, in an Internet posting on Krigsman’s Facebook page, Defendants advertised the home at 9752 Lake Shore for sale. The posting stated that Krigsman was helping the estate of Evert Södergren sell 9752 Lake Shore, which Krigsman styled as “Evert’s Studio House.” The Facebook posting was found on <https://www.facebook.com/edward.krigsman> in July 2015, and, on information and belief, remained at least through all or part of 2016.

20. The Facebook posting said that the home would be open with “guided tours in partnership with DOCOMOMO WEWA” (“Docomomo”) on Sunday July 12, 2015 from 11 AM to 2 PM, and noted that “DOCOMOMO WEWA is a worthy local non-profit organization dedicated to the celebration and preservation of mid-century architecture.” The Facebook posting directed readers to “Link to the real estate property website: <http://www.Sodergrenstudiohouse.com>.”

21. According to the Docomomo website, Docomomo is incorporated as a non-profit, 501(c)(3) educational and charitable organization. Docomomo promotes appreciation and awareness of modern architecture and design in Western Washington through education and advocacy. The Docomomo website notes:

Over the past eight years, we have organized over seventy events, reaching an audience of hundreds, including home owners, designers, preservationists, students, and civic leaders. We have also served as advocates for Northwest Modernism by supporting preservation efforts, preparing landmark nominations, and creating a register of significant buildings.

22. To induce Docomomo to co-sponsor a public tour of 9752 Lake Shore, Defendant Krigsman, among other things, conveyed to Docomomo that 9752 Lake Shore was designed and built with Anderson; in short, it was an “Anderson.” Relying on Krigsman’s misrepresentations, Docomomo co-sponsored the tour of 9752 Lake Shore with Krigsman.

23. In the Facebook posting of July 9, 2015, Krigsman, on behalf of the Defendants,

1 published the following representation: “The house was designed by Evert in partnership with  
2 legendary NW Regionalist architect Ralph Anderson, who passed recently.” This representation  
3 is false. There was no such partnership and Anderson was not involved in the design of the  
4 house, professionally or otherwise. Publication of such false information in association with  
5 Docomomo, a respected non-profit preserving architectural history and dedicated to education  
6 about the same, is damaging to the public interest.

7 24. The Docomomo tour of 9752 Lake Shore for the public was held on Sunday, July  
8 12, 2015. According to a Docomomo representative, approximately 70-90 people attended the  
9 public tour.

10 25. On information and belief, Docomomo tour guides provided information to the  
11 public (including prospective buyers) that Anderson was involved in the design and  
12 implementation of the major two-story remodel. Members of the public, on information and  
13 belief, were encouraged to make donations to the non-profit for the privilege of visiting an  
14 Anderson home. This course of action is damaging to the public interest and was caused by  
15 Krigsman’s false and deceptive statements on the Internet and to Docomomo.

16 26. Defendant Krigsman was present at the Docomomo public tour of 9752 Lake  
17 Shore. On information and belief, Krigsman also provided false information about the history of  
18 the remodel at 9752 Lake Shore and Anderson’s alleged involvement in the design and  
19 construction of the remodel to members of the public who attended the tour. The purveyance of  
20 this type of false information is damaging to the public interest for, among other reasons, it  
21 involves a violation of Defendant Krigsman’s statutory duty as a broker and agent of honesty and  
22 fair dealing.

23 **B. Internet Website with False and Deceptive Statements about 9752 Lake Shore**

24 27. On or about July 9, 2015, Defendant Krigsman caused to be published a website  
25 on the Internet about 9752 Lake Shore found at <http://www.Sodergrenstudiohouse.com> (“9752  
26 Website”), the purpose of which was to advertise 9752 Lake Shore for sale on behalf of all  
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1 Defendants. The 9752 Website references a DBA for Edward Krigsmann and Windermere Real  
2 Estate Co., the EK Group.

3 28. The 9752 Website is copyrighted to Defendant Krigsmann through the EK Group.  
4 On information and belief, Krigsmann wrote the text for the 9752 Website and created the website  
5 to ensure broad distribution to the public and to generate interest in the sale of 9752 Lake Shore  
6 through marketing materials that he either knew were untrue or, in the alternative, reasonably  
7 should have known were untrue.

8 29. The text of the 9752 Website was designed to create the impression that 9752  
9 Lake Shore was an architecturally significant house of Ralph Anderson, the renowned architect  
10 considered a father of the Pacific Northwest Regionalism school of architecture. The website  
11 represented that Ralph Anderson was actively and professionally involved in the design and  
12 construction of a major remodel at 9752 Lake Shore; these are falsehoods.

13 30. The text is deceptive to the public at large such that an average person in the  
14 public would believe that 9752 Lake Shore was an “Anderson home.” The inaccurate and  
15 deceptive association with Ralph Anderson induced members of the public to visit the home and  
16 increased the perceived value of 9752 Lake Shore to prospective purchasers.

17 31. The 9752 Website advertised the home for sale at \$1.7 Million. The price was  
18 above a reasonable price for a non-Anderson home and a “home-owners special” two-story  
19 remodel with major hidden construction problems.

20 32. In, particular, the false and deceptive statements made on the 9752 Website are as  
21 follows:

- 22 A. The cover page of the 9752 Lake Shore Website creates the impression that the  
23 home is an architecturally significant example of Northwest Regionalism  
24 involving Ralph Anderson. It does so with the byline “Northwest Regionalism |  
25 with Ralph Anderson, FAIA” in orange text which is immediately followed by an  
26 orange box with the following: OWN THE LEGACY | SEATTLE, WA. FAIA  
27 stands for Fellow of the American Institute of Architects, a status reserved for  
28 only the most highly regarded architects who have made outstanding  
contributions through design excellence and contributions to the profession and  
society. (<http://www.sodergrenstudiohouse.com>)

1 B. “They [Anderson and Södergren] likely had no conception that the joint  
2 architectural endeavor here to transform a rustic 1928 beach cabin into a house  
3 and studio for Södergren would come to substantially impact the culture [sic]  
4 Pacific Northwest and the lives of so many. ... Their [sic] result of this  
5 collaboration was a [sic] bold, substantial and local both in terms of design and  
6 materials.” (<http://www.sodergrenstudiohouse.com/house.html>)

7 C. “...designed by Evert Södergren & Ralph Anderson...Acquired as a small beach  
8 cabin in the early 1950’s, Södergren & Anderson expanded the modest structure  
9 in 1972 to nearly 3,700 SF (not including garages & shop spaces).”  
10 (<http://www.sodergrenstudiohouse.com/form.html>)

11 D. “...a tip of the hat perhaps to original beach cottage which Anderson and  
12 Södergren discovered together and then redesigned.”  
13 (<http://www.sodergrenstudiohouse.com/nw-regionalistm.html>)

14 E. “Architect Ralph Anderson was a lifelong friend of Evert Södergren and  
15 enthusiastically embraced Södergren’s invitation to help design the Studio  
16 House.” (<http://www.sodergrenstudiohouse.com/ralph-anderson.html>)

17 F. “...waterfront home & studio workshop was designed with Ralph Anderson.”  
18 ([www.sodergrenstudiohouse.com/evert-sodergren.html](http://www.sodergrenstudiohouse.com/evert-sodergren.html))

19 33. The 9752 Website is still active on the Internet, continuing to publish the false  
20 and deceptive information. Moreover, on information and belief, Defendant Krigsman is using  
21 this site to generate interest in his and Windermere’s services for the sale of other homes that he  
22 will market as “special.” This is a continuing unfair and deceptive practice being visited on the  
23 public.

24 **C. The Internet Misrepresentations in the *Curbed Seattle* Article**

25 34. On or about July 10, 2015, Defendant Krigsman, acting on behalf of all  
26 Defendants, caused to be published on the Internet an article in *Curbed Seattle* about the 9752  
27 Lake Shore home. The home was referred to as “The Södergren Studio House.” The article was  
28 published in a section called, “Homes for Sale, Seattle Architecture,” which features  
architecturally significant homes for sale.

35. On information and belief, information for the article was supplied by Krigsman  
to then-Editor Sean Keeley. On information and belief, Krigsman provided the information to  
*Curbed Seattle* to have the magazine publish the information on the Internet to generate interest



1 in the sale of 9752 Lake Shore, and to further circulate to the public the falsehoods of  
2 Anderson’s alleged association with 9752 Lake Shore.

3 36. Krigsman, acting on behalf of all Defendants, caused *Curbed Seattle* and Sean  
4 Keeley, identified as its author, to make the following representations about 9752 Lake Shore to  
5 the public:

6 Conceived as a house and as a studio workshop, **The Södergren**  
7 **Studio House** was a collaboration between two people whose  
8 work has shaped the aesthetic trend known as Pacific Northwest  
9 Regionalism: studio furniture maker **Evert Södergren** and  
10 architect **Ralph Anderson**. Originally a tiny beach cabin, the duo  
11 expanded the living space in 1972 to almost 3,700 square-feet, not  
12 including the garage and shop.

13 [https://seattle.curbed.com/2015/7/10/9941840/sodergren-studio-house-ralph-anderson-evert-for-](https://seattle.curbed.com/2015/7/10/9941840/sodergren-studio-house-ralph-anderson-evert-for-sale)  
14 sale (emphasis in original).

15 37. The representations in the *Curbed Seattle* article regarding the alleged  
16 collaboration between Södergren and Anderson were false. The statement that “the duo  
17 expanded the living space in 1972 to almost 3,700 square-feet, not including the garage and  
18 shop” is false. Anderson had no involvement in the remodel design. Anderson had no  
19 involvement in the construction or implementation of the alleged Anderson design. There was  
20 no “duo” in connection with the design and construction of the major remodel expansion of the  
21 living space. These falsehoods were essentially a repetition of falsehoods published and  
22 copyrighted by Krigsman on the 9752 Website; in some cases, the sentences were verbatim  
23 repetition.

24 38. It damages the public interest to have such falsehoods about this home purveyed  
25 in the press. It is damaging to the public to create false information that scholars of architecture  
26 and history may or are likely to rely on in their work about Anderson, a luminary in architecture  
27 and a father of the Northwest school of Modernism.

28 **D. Purchaser’s Reasonable Reliance on the False and Deceptive Statements**

39. Plaintiffs reassert the allegations set forth in paragraphs 1 to 38 above and

1 incorporate them by reference herein.

2 40. Ms. Bridgen and the Bridgen Trust relied upon the falsehoods and deceptive  
3 statements in the 9752 Website on the Internet that Defendant Krigsman created.

4 41. Ms. Bridgen and the Bridgen Trust relied on these representations in entering into  
5 the purchase and sale agreement, and in the price offered and paid. Ultimately, Ms. Bridgen and  
6 the Bridgen Trust paid \$1,725,000 for 9752 Lake Shore, \$25,000 above the asking price.

7 42. The misrepresentations and falsehoods purveyed by Krigsman, on behalf of all  
8 Defendants, about Anderson's involvement in the design and construction of the living-space-  
9 major remodel were material in Plaintiffs' decision to buy 9752 Lake Shore and also in the price  
10 paid.

11 43. Plaintiffs Bridgen and the Bridgen Trust never would have bought 9752 Lake  
12 Shore had she known that the major remodel was that of a furniture maker's design, not a famous  
13 architect's.

14 44. Plaintiffs Bridgen and the Bridgen Trust never would have entered into a contract  
15 for the purchase 9752 Lake Shore had she known the truth about the construction of the remodel  
16 enlarging the living space; specifically, that is had been done by a furniture maker and his  
17 furniture maker assistants and not a professional builder, and that Anderson, a professional  
18 architect of major repute, had no involvement or oversight of the construction.

19 45. Plaintiffs Bridgen and the Bridgen Trust never would have offered and paid the  
20 price that she did had she known of Anderson's lack of involvement in the design and  
21 construction of two story remodel which occurred in or about 1972.

22 46. Ms. Bridgen's reliance on the falsehoods and misrepresentations in the Internet  
23 website for the home, Krigsman's Facebook posting and the *Curbed Seattle* article was  
24 reasonable.

25 47. Defendant Krigsman is and was at the time a licensed, experienced professional  
26 real estate agent and managing broker of the Windermere Real Estate Co., a well-known real  
27 estate firm. Defendant Krigsman holds himself out as an expert in the marketing and sale of  
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1 architecturally significant homes.

2 48. Under RCW § 18.86.030, a broker owes a duty of honesty and the exercise of  
3 reasonable care in a transaction. Moreover, RCW § 18.85.361 (2) allows disciplinary to be taken  
4 against him for:

5 ...making, printing, publishing, distributing, or causing,  
6 authorizing, or knowingly permitting the making, printing,  
7 publication or distribution of false statements, descriptions or  
8 promises of such character as to reasonably induce any person to  
9 act thereon, if the statements, descriptions, or promises purport to  
be made or to be performed by either the licensee or his or her  
principal and the licensee then knew or, by the exercise of  
reasonable care and inquiry, could have known, of the falsity of the  
statements, descriptions or promises.

10 Given the penalties for false or deceptive marketing materials, it was reasonable to rely on  
11 Krigsman's representations that were made on his behalf and on behalf of all Defendants.

12 49. Plaintiff Bridgen's reliance on Krigsman's false representations and on the  
13 existence of the Docomomo tour was reasonable.

14 **V. FIRST CAUSE OF ACTION – CONSUMER PROTECTION ACT VIOLATION**

15 50. Plaintiffs reassert the allegations set forth in paragraphs 1 to 49 above and  
16 incorporate them by reference herein.

17 51. Defendants SF Trust and Fairhall are the principals of Krigsman and Windermere,  
18 which are their agents. As such, the acts of their agents are imputed to them.

19 52. Defendant Krigsman is an agent and managing broker of Defendant Windermere,  
20 and as such, his acts and omissions are imputed to Defendant Windermere.

21 53. It is a violation of Washington law under RCW 19.86.020 to commit unfair or  
22 deceptive acts or practices in the conduct of any trade or commerce. Those injured have a  
23 private right of action pursuant to RCW § 19.86.090 under which Plaintiffs Bridgen and the  
24 Bridgen Trust brings this claim.

25 54. Defendants are and were, at all relevant times, in the business of real estate.

26 55. Defendants committed unfair or deceptive acts or practices in the advertising and  
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1 sale of 9752 Lake Shore by posting false and deceptive information, as set out in paragraphs 19-  
2 38 above.

3 56. Defendants provided unfair or deceptive information to the public at large  
4 including Ms. Bridgen in the course of their business for purposes of selling the 9752 Lake  
5 Shore.

6 57. A substantial portion of the public if not all those reading the Internet postings,  
7 based on the falsities and deceptive statements, would believe incorrectly that 9752 Lake Shore  
8 was an architecturally significant “Anderson Home” and that Anderson was significantly  
9 involved in the design and construction of the remodel of the living space in the early ‘70s. The  
10 statements had the capacity to deceive a substantial portion of the public.

11 58. These unfair and deceptive acts or practices caused members of the public to  
12 attend the public home tour of 9752 Lake Shore sponsored by Docomomo.

13 59. The deceptive acts involving Internet publications by Defendant Krigsman on  
14 behalf of all Defendants encouraged members of the public to attend the tour sponsored by  
15 Docomomo and, in turn, to contribute to a non-profit in part on the basis of false representations.  
16 To the extent that those visiting the home contributed to the non-profit, on information and  
17 belief, the deceptive advertising that Anderson was actively involved in the design and  
18 construction of the major remodel in the early ‘70s played a hand in that decision.

19 60. It is damaging to the public interest to represent that a home is designed and  
20 constructed with the active involvement of the famous architect, Ralph Anderson, revered  
21 nationally and locally, when it is not. It is especially damaging to make such representations to  
22 the public by cloaking them within a sponsorship of a public tour by a non-profit designed to  
23 protect the history and truth about architecture.

24 61. It is damaging to the public to publish and continue to publish historically  
25 inaccurate information about architects of the stature of Ralph Anderson. Among other things, it  
26 can lead to inaccurate analysis by historians and those involved in the history of architecture.

27 62. The inaccurate, false and deceptive advertising materials published on the Internet  
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1 on about July 9, 2015, and which are still on the Internet as of the filing of this complaint, are  
2 continuing to damage the public interest.

3 63. The unfair and deceptive acts and practices are a violation of statutory duties of  
4 honesty and fair dealing that apply to agents and brokers in connection with real estate  
5 transactions.

6 64. The unfair and deceptive acts and practices caused Ms. Bridgen to (1) enter into a  
7 contract for the purchase 9752 Lake Shore and (2) purchase the home at the inflated price of  
8 \$1,725,000 befitting an architecturally significant home by Anderson, not the “home-owner  
9 special” of furniture maker-artist Evert Södergren. They also put other members of the public at  
10 potential risk of befalling the same fate.

11 65. The acts described above constitute unfair and/or deceptive acts in trade or  
12 commerce that are harmful to the public interest in violation of RCW 19.86.020.

13 66. The acts described above constitute unfair and/or deceptive acts in trade or  
14 commerce and proximately caused harm to Ms. Bridgen and the Bridgen Trust in violation of  
15 RCW 19.86.020.

16 67. The foregoing caused damages to Plaintiffs Bridgen and the Bridgen Trust in an  
17 amount to be proven at trial.

18 **VI. SECOND CAUSE OF ACTION – NEGLIGENT MISREPRESENTATION**

19 68. Plaintiffs reallege all preceding paragraphs, 1-67, and incorporate them herein as  
20 if set forth in full.

21 69. Defendant Kringsman negligently published false representations on the 9752  
22 Website and through the other internet publications described in paragraphs 19-38 above. These  
23 negligently made false representations were for the purpose of inducing purchasers to enter into a  
24 contract to buy 9752 Lake Shore at an inflated price as compared to the price of a similar, non-  
25 Anderson home. Defendants committed these acts for the purpose of financial gain.

26 70. The falsehoods induced Ms. Bridgen and the Bridgen Trust to enter into a  
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1 purchase and sale agreement for 9752 Lake Shore. They also caused Ms. Bridgen and the  
2 Bridgen Trust to pay more for the home than it was worth given the lack of involvement of  
3 Anderson in the substantial remodel of the living space.

4 71. Defendants failed to use reasonable care or competence in obtaining the truth  
5 about the information provided to the public and to Ms. Bridgen and the Bridgen Trust. During  
6 the course of preparing the information purveyed on the Internet through on the 9752 Website,  
7 the Kringsman Facebook posting, advertisements for the Docomomo public tour to market the  
8 property, Defendant Kringsman reasonably should have discovered the falsity of the information  
9 he was purveying on behalf of all Defendants.

10 72. Ms. Bridgen and the Bridgen Trust justifiably relied upon the negligent  
11 misrepresentations made by Defendants. This information was not readily available to Bridgen  
12 or to the public.

13 73. Ms. Bridgen and the Bridgen Trust justifiably relied on Defendants'  
14 representations as true representations of fact.

15 74. As a result of the false representations negligently made by the Defendants, Ms.  
16 Bridgen and the Bridgen Trust entered into a contract for the purchase of 9752 Lake Shore,  
17 purchased it, and incurred damages to be proven at trial.

18 75. Ms. Bridgen and the Bridgen Trust did not become aware of the false and  
19 deceptive representations until February 12, 2016.

## 20 **VII. PRAYER FOR RELIEF**

21 Plaintiffs respectfully ask the Court to grant the following relief:

- 22 A. That this Court award actual and treble damages according to proof;
- 23 B. That this Court award pre-judgment and post-judgment interest fees;
- 24 C. That this Court order Defendants to disgorge ill-gotten gains;
- 25 D. That this Court award costs and expenses incurred as a result of this action,  
26 including attorney's fees; and

1 E. That this Court grant such other and further relief as the Court deems just and  
2 proper.

3 Dated: October 26, 2017

ACADIA LAW PLLC

4  
5 /s/ Valerie Ann Lee

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9 *Attorney for Plaintiffs*