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KING COUNTY
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CASE NUMBER: 15-2-17975-6 KNT

SUPERIOR COURT OF WASHINGTON
KING COUNTY

JUDITH JORGENSEN,

Plaintiff,

vs.

No.

JAMES WONG and TYRA WONG, husband
and wife creating a marital community, LISA
LAM, as a single person, LISA LAM and
GORDON LAM, husband and wife and the
marital community composed thereof, MARCIE
MAXWELL, as a single person and JOHN DOE
MAXWELL, husband and wife, and
WINDERMERE REAL ESTATE/RENTON,
INC., a Washington Corporation,

Defendants.

COMPLAINT FOR DAMAGES & FOR
MONEY DUE AND OWING

COMES NOW the Plaintiff, Judith Jorgensen (hereinafter "Plaintiff"), by and through her counsel of record, DICKSON LAW GROUP, for the causes of action against the above named Defendants, JAMES WONG and TYRA WONG, husband and wife creating a marital community, LISA LAM, as a single person, LISA LAM and GORDON LAM, wife and husband and the marital community composed thereof, MARCIE MAXWELL, as a single person and JOHN DOE MAXWELL, wife and husband, and WINDERMERE REAL

1 ESTATE/RENTON, INC., a Washington Corporation (hereinafter “Defendants”), allege and
2 pray as follows:

3 **I. VENUE / JURISDICTION**

4 1.1 On or about April 10, 2015 The Plaintiff and the Defendants Wong entered
5 into a purchase and sale agreement for real property.

6 1.2 Plaintiff is a resident of Renton, King County, Washington.

7 1.3 Defendants James Wong and Tyra Wong are believed to be residents of
8 Bellevue, King County, Washington.

9 1.4 Defendants Lisa Lam and Gordon Lam are believed to be residents of Renton,
10 King County, Washington. Lisa Lam a Real Estate Broker, marketing herself as just one of
11 the elite of the 4% in the U.S. that can call herself a Certified Residential Specialists engaging
12 in the business of providing real estate services in the State of Washington.

13 1.5 Defendants Marcie Maxwell and John Doe Maxwell are believed to be
14 residents of Renton, King County, Washington. Marcie Maxwell a Real Estate Broker,
15 marketing herself as just one of the 4% in the United States that is a Certified Residential
16 Specialist engaging in the business of providing real estate services.

17 1.6 As hereinafter alleged, all acts and omissions of the Defendants, Lam and
18 Maxwell are wife and husband were done for the benefit of their respective marital
19 communities.

20 1.7 Defendant Windermere Real Estate / Renton, Inc., (“Windermere Renton”) is a
21 Washington corporation licensed as a real estate firm in the State of Washington.
22 Windermere Renton is engaged in the business of providing real estate brokerage services in
23

1 King County, Washington by and through its affiliated real estate brokers. Defendants Lam
2 and Maxwell are the designated brokers on behalf of Windermere Renton.

3 1.8 As hereinafter alleged, all acts and omissions of Defendant Lisa Lam and
4 Marcie Maxwell were performed in the course and scope of an agency for Defendant
5 Windermere Renton, or with the acquiescence, approval, authorization, command,
6 condonation, direction, or ratification, express or implied of said Defendant. Defendant
7 Windermere Renton is therefore jointly and severally liable with Defendant Lisa Lam and
8 Gordon Lam along with Marcie Maxwell and John Doe Maxwell for the harm, damages and
9 liability to the Plaintiff hereinafter alleged.

10 1.9 In performing the acts and omissions hereinafter alleged, the Defendants acted
11 in concert with each other, and are therefore jointly and severally liable for the harm, damages
12 and expenses incurred by Plaintiff hereinafter alleged.

13 1.10 The Superior Court of King County has jurisdiction over the parties and the
14 subject matter of this action.

15 1.11 Venue in this action is proper in King County because the real property at issue
16 herein is located in King County, the Defendants reside and/or do business in King County
17 and/or one or more actions of the named Defendants giving rise to the Plaintiff's claims
18 occurred in King County.

19 **II. FACTS**

20 2.1 Prior to April 20, 2015, James Wong and Tyra Wong were the owners of
21 certain property situated in King County, commonly known as: 307 Burnett Avenue North,
22 Renton, WA 98057, King County, Washington.

1 2.2 The Property is improved with a single family residence home served by a
2 sewer system.

3 2.3 On or about April 10, 2015, the Defendants, James Wong and Tyra Wong,
4 entered into a purchase and sale agreement with the Plaintiff thereby selling the property by
5 and through their agents Lisa Lam, Marcie Maxwell and Windermere Renton to the Plaintiff,
6 Judith Jorgensen.

7 2.4 The Purchase and Sale Agreement incorporated several addendum /
8 Amendments including disclosures: Seller Disclosure Statement Improved Property (“Form
9 17”) and, an Inspection Response Form 35 and Form 35R (the "Inspection Form 35," and
10 together with the Purchase and Sale Agreement where the context is clear, the "Agreement").
11 The Agreement, Form 17 and Form 35 are an integrated contract constituting the complete
12 and expressions of the Plaintiff and Defendant’s agreement for the sale of the Property.

13 2.5 Pursuant to the Seller Disclosure Statement Addendum, Defendants Wongs
14 noted ¶ 2.3 that no were no repairs or problems necessary, there were no defects in the
15 operation of the water system (including: pipes, tank, pump), there were no roof leaks within
16 the last 5 years, that all improvements made were done with a permit.

17 2.6 Pursuant to the Inspection Response Form 25 signed and dated April 21, 2015
18 by Defendants Wong (through their agents Lam and Maxwell), were made aware of “all
19 electrical components that were deemed “unsafe” including the water heater and electrical
20 panel.”

21 2.7 The Defendant Wongs were expressly obligated to retain a licensed electrician
22 to inspect and repair the unsafe defects as given in the Inspection Report dated April 14, 2015
23 and complete the requirements as defined by RCW §19.28.

1 2.8 Although the Defendants Wongs rejected the request and proposal of the
2 Plaintiff to repair the defective electrical items, Defendant Wongs had an electrician repair
3 numerous electrical outlets. The wiring completed by whom Defendant Wong's hired, were
4 not repaired to code and have caused the Plaintiff more damage, harm and expenses.

5 2.9 Thereafter the Defendants represented to Plaintiff that all repairs had been
6 made and had been done so by a licensed electrician and done so according to RCW §19.28.

7 2.10 The Defendants' Disclosures and Representations were materially and patently
8 false. The Defendants knew the Disclosures and Representations were false unbeknownst to
9 Plaintiff. The Defendants have actual knowledge of the following, but not limited to issues
10 related to the home: the electrical wiring is not to code, changes/additions and modifications
11 were not done to code, there is moisture intrusion and leaks which have caused damage to the
12 sheetrock and walls of the basement, foundation, basement and crawlspace have signs of
13 harmful water penetration into the home, the plumbing and water supply pipes are corroded
14 and are not functioning properly, the home's wall anchors are loose and need repair, the
15 panels and wiring throughout the home is improper, there are damaged breakers, over-sized
16 breakers, missing panels, there is water damage and water intrusion in the flashing seals,
17 exterior walls and gutter system, gutters are clogged and drain poorly which is causing
18 deterioration of fascia, soffit or roof edge, the water heater is not installed to code, the wiring
19 for the hot water heater is a hazard and not to code and the hot water heater has not been
20 installed according to code.

21 2.11 Defendant Wongs knew their Disclosures and Representations were material to
22 Plaintiff and were significant with regard to her decision to purchase the Property. The
23

1 Defendants intended for the Plaintiff to rely on the Disclosures and Representations, to which
2 the Plaintiff did rely upon, and had a right to rely upon, the Defendants representations.

3 2.12 The Plaintiff had requested that the Defendants cure the defects to which they
4 denied, but then on their own accord had an electrician attempt to fix the hazardous conditions
5 of the electrical system.

6 2.13 In furtherance of the Defendant Wongs' deception, on or about June 9, 2015 by
7 notice of their agents, Lisa Lam and/or Marcie Maxwell, Defendant Wong wrote a letter to the
8 Plaintiff offering her a sum of \$1,274.75 in exchange for a Release and Settlement Agreement
9 for the conditions of the home.

10 2.14 Within days of moving into the home, the Plaintiff noticed that there were
11 numerous defects and deficiencies throughout the home that were hazardous that, as a direct
12 and proximate result of the fraudulent and/or negligent misrepresentations and omissions by
13 the Defendants alleged above, the Plaintiff has been damaged in amount to be proven at trial.

14 **III. CAUSES OF ACTION**

15 *Fraud & Deception*

16 3.1 Plaintiff incorporates and realleges paragraphs 1.1 through 2.14 above as
17 though fully set forth herein.

18 3.2 By reason of their conduct alleged above, Defendants made intentionally
19 material false statements to induce Plaintiff into buying the Property. Plaintiff reasonably
20 relied upon such statements in purchasing the Property, and Plaintiff had a right to rely on
21 said statements. As such, Defendants deceived and defrauded the Plaintiff.

