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CASE NUMBER: 16-2-04897-8 SEA

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

SKITTLES PROPERTIES, LLC, a
Washington limited liability company,

No. 16-2-04897-8 SEA

Plaintiff

v.

ANSWER

ERIN HAROLD and MAIN STREET
BROKERAGE, LLC, a Washington
limited liability company d/b/a
MARKETPLACE SOTHEBY'S
INTERNATIONAL REALTY,

Defendants,

Defendant, Main Street Brokerage, LLC, a Washington limited liability company,
d/b/a Marketplace Sotheby's International Realty ("Sotheby's"), by and through the
undersigned counsel, hereby answers the Complaint ("Complaint") in the above
captioned action using the same paragraph numeration. Any allegation not specifically
admitted herein is denied.

PARTIES AND JURISDICTION

1. Sotheby's lacks information sufficient to form a belief as to the facts alleged, and
on that basis, Sotheby's denies them.
2. On information and belief, Admit.

1 3. Admit that Sotheby's is a real estates brokerage operating in King County,
2 Washington. Admit that Ms. Harold is a broker with Sotheby's, but deny that
3 Ms. Harold was a broker with Sotheby's during the time period relevant to
4 Plaintiff's claims.
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6 4. Sotheby's admits jurisdiction and venue in this court, but to all remaining
7 allegations Sotheby's lacks information sufficient to form a belief as to the facts
8 alleged, and on that basis, Sotheby's denies them.

9 **BACKGROUND FACTS**

10 5. Sotheby's lacks information sufficient to form a belief as to the facts alleged, and
11 on that basis, Sotheby's denies them.
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13 6. Sotheby's lacks information sufficient to form a belief as to the facts alleged, and
14 on that basis, Sotheby's denies them.

15 7. Sotheby's lacks information sufficient to form a belief as to the facts alleged, and
16 on that basis, Sotheby's denies them.
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18 8. On information and belief, Deny that Ms. Harold agreed to represent Plaintiff on
19 behalf of Sotheby's, as to the remaining allegations in Paragraph 8, Sotheby's
20 lacks information sufficient to form a belief as to the facts alleged, and on that
21 basis, Sotheby's denies them.

22 9. Sotheby's lacks information sufficient to form a belief as to the facts alleged, and
23 on that basis, Sotheby's denies them.
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25 10. Sotheby's lacks information sufficient to form a belief as to the facts alleged, and
26 on that basis, Sotheby's denies them.
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1 11. Sotheby's lacks information sufficient to form a belief as to the facts alleged, and
2 on that basis, Sotheby's denies them.

3 12. Sotheby's lacks information sufficient to form a belief as to the facts alleged, and
4 on that basis, Sotheby's denies them.

5 13. Sotheby's lacks information sufficient to form a belief as to the facts alleged, and
6 on that basis, Sotheby's denies them.

7 14. Sotheby's lacks information sufficient to form a belief as to the facts alleged, and
8 on that basis, Sotheby's denies them.

9 15. Sotheby's lacks information sufficient to form a belief as to the facts alleged, and
10 on that basis, Sotheby's denies them.

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13 **FIRST CAUSE OF ACTION-NEGLIGENT FAILURE TO DISCLOSE**
14 **AND NEGLIGENT MISREPRESENTATION**

15 16. Sotheby's incorporates by reference the Answers to Paragraphs 1 through 14 as
16 though fully set forth herein.

17 17. Sotheby's lacks information sufficient to form a belief as to the facts alleged, and
18 on that basis, Sotheby's denies them.

19 18. Sotheby's lacks information sufficient to form a belief as to the facts alleged in
20 both paragraph 18s of the Complaint, and on that basis, Sotheby's denies them.

21 19. Sotheby's lacks information sufficient to form a belief as to the facts alleged, and
22 on that basis, Sotheby's denies them.

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24 **SECOND CAUSE OF ACTION- VIOLATION OF RCW 18.86.030**

25 20. Sotheby's incorporates by reference the Answers to Paragraphs 1 through 19 as
26 though fully set forth herein.

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- 21. Paragraph 21 contains conclusions of law, to which no response is required. To the extent a response is deemed required, Sotheby's denies.
- 22. Paragraph 22 contains conclusions of law, to which no response is required. To the extent a response is deemed required, Sotheby's denies.
- 23. Sotheby's lacks information sufficient to form a belief as to the facts alleged, and on that basis, Sotheby's denies them.
- 24. Deny that Sotheby's is liable to Skittles for damages. Sotheby's lacks information sufficient to form a belief as to the remaining facts alleged, and on that basis, Sotheby's denies them.

THIRD CAUSE OF ACTION - CPA VIOLATION

- 25. Sotheby's incorporates by reference the Answers to Paragraphs 1 through 24 as though fully set forth herein.
- 26. Deny that Sotheby's is liable to Skittles under the Consumer Protection Act. Sotheby's lacks information sufficient to form a belief as to the remaining facts alleged, and on that basis, Sotheby's denies them.
- 27. Deny allegations or references regarding Sotheby's in paragraph 27. Sotheby's lacks information sufficient to form a belief as to the remaining facts alleged, and on that basis, Sotheby's denies them.
- 28. Deny allegations or references regarding Sotheby's in paragraph 28. Sotheby's lacks information sufficient to form a belief as to the remaining facts alleged, and on that basis, Sotheby's denies them.

1 29. Deny allegations or references regarding Sotheby's in paragraph 29. Sotheby's
2 lacks information sufficient to form a belief as to the remaining facts alleged, and
3 on that basis, Sotheby's denies them.

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5 30. Deny allegations or references regarding Sotheby's in paragraph 30. Sotheby's
6 lacks information sufficient to form a belief as to the remaining facts alleged, and
7 on that basis, Sotheby's denies them.

8 **PRAYER FOR RELIEF**

9 31. Sotheby's denies each and every other allegation or reference regarding
10 Sotheby's in Plaintiff's Complaint including the Prayer for Relief. Sotheby's
11 lacks information sufficient to form a belief as to the remaining facts alleged, and
12 on that basis, Sotheby's denies them.

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14 **AFFIRMATIVE DEFENSES**

15 Sotheby's, having answered Plaintiff's Complaint, hereby asserts the following
16 affirmative defenses:

- 17 1) Failure to state a claim against Sotheby's for which relief may be granted.
- 18 2) To the extent that Plaintiff has damages, the damages are the direct proximate
19 result of Plaintiff's own negligence, misrepresentation or misconduct.
- 20 3) Failure to mitigate.
- 21 4) Waiver.
- 22 5) Violation of the clean hands doctrine.
- 23 6) Estoppel.
- 24 7) Contributory or comparative negligence.
- 25 8) Misrepresentation and fraud.
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- 9) Assumption of risk.
- 10) Claimant's own conduct, or by the conduct of its agents, representatives and consultants.
- 11) Unclean hands.
- 12) No reliance.
- 13) Assumption of the risk.
- 14) Failure to act in a commercially reasonable manner.
- 15) During relevant time periods, co-defendant was not an agent or broker of Sotheby's.
- 16) Wrong party.
- 17) Sotheby's reserves the right to amend these affirmative defenses and add additional counter-claims or cross-claims after discovery is completed.

DATED this 7th day of March, 2016.

PACIFIC ALLIANCE LAW, PLLC

/s/ Cecilia A. Cordova

Cecilia A. Cordova, WSBA No. 30095
Attorney for Main Street Brokerage, LLC
d/b/a Marketplace International Realty

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CERTIFICATE OF SERVICE

I certify that on March 7, 2016, I served by email the attached document on the following counsel to the parties to this proceeding:

COUNSEL FOR PLAINTIFF

Scott Weaver, WSBA #29267
Carney Badley Spellman, P.S.
701 Fifth Avenue, Suite 3600
Seattle, WA 98104-7010
Email: weaver@carneylaw.com

/s/ Cecilia A. Cordova

Cecilia A. Cordova, WSBA #30095