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KING COUNTY  
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CASE NUMBER: 17-2-01561-0 SEA

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6 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**  
7 **IN AND FOR THE COUNTY OF KING**

8 **ETHAN SCHAFFER and SARAH**  
9 **ROLE SCHAFFER, a marital**  
10 **community,**

11 **Plaintiffs,**

12 **vs.**

13 **AV HOMES LLC, a Washington state**  
14 **limited liability company; ANDRZEJ**  
15 **KIEKO, an individual and a member**  
16 **of the marital community comprised**  
17 **of ANDRZEJ KIEKO and JANE DOE**  
18 **KIEKO; DANUTA KIEKO, an**  
19 **individual and a member of the**  
20 **marital community comprised of**  
21 **DANUTA KIEKO and JOHN DOE**  
22 **KIEKO; VLADIMIR AFICIUC, an**  
23 **individual and a member of the**  
24 **marital community comprised of**  
25 **VLADIMIR AFICIUC and JANE DOE**  
26 **AFICIUC; WINDERMERE REAL**  
**ESTATE CO., a Washington state**  
**corporation, JULIE BEALL, an**  
**individual and a member of the**  
**marital community comprised of**  
**JULIE BEALL AND JOHN DOE**  
**BEALL; POINTER REALTY, INC., a**  
**Washington state corporation;**  
**DAVID ASPLUND, an individual and**  
**member of the marital community of**  
**comprised of DAVID ASPLUND and**  
**JANE DOE ASPLUND; RENTON**  
**APPRAISAL SERVICES, INC., a**

**NO:**

**COMPLAINT**

1 Washington state corporation; and  
2 WAI SAMSON LIU, an individual and  
3 a member of the marital community  
4 comprised of WAI SAMSON LIU and  
5 JANE DOE LIU;

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Defendants.

1 Plaintiffs Ethan and Sarah Schaffer, for the causes of action against the  
2 Defendants, allege as follows:

3 **I. PARTIES**

4 1.1 **Plaintiffs.** Plaintiffs Sarah and Ethan Schaffer are a marital community  
5 and residents of Seattle, King County, Washington.

6 1.2 **Defendant.** Defendant AV Homes LLC, is a Washington corporation, with  
7 its principal place of business located in Seattle, King County, Washington.

8 1.3 **Defendant.** Defendant Andrzej Kieko is an individual, and is a resident of  
9 King County, Washington.

10 1.4 **Defendant.** Defendant Danuta Kieko is an individual, and is a resident of  
11 King County, Washington.

12 1.5 **Defendant.** Defendant Vladimir Aficiuc is an individual, and is a resident  
13 of King County, Washington.

14 1.6 **Defendant.** Pointer Realty, Inc., is a Washington corporation, with its  
15 principal place of business located in Seattle, King County, Washington.

16 1.7 **Defendant.** Defendant David Asplund is an individual, and is a resident of  
17 King County, Washington.

18 1.8 **Defendant.** Windermere R.E.N.W., is a Washington corporation, with its  
19 principal place of business located in King County, Washington.

20 1.9 **Defendant.** Defendant Julie Beall is an individual, and is a resident of  
21 King County, Washington.

22 1.10 **Defendant.** Defendant Renton Appraisal Services, Inc. is a Washington  
23 corporation, with its principal place of business located in Renton, King County,  
24 Washington.

25 1.11 **Defendant.** Defendant Wai Samson Liu is an individual, and is a resident  
26 of King County, Washington



1 identifying three dwelling areas on the Schaffer Property. The documentation also  
2 included pictures of three complete kitchens.

3 3.4 The Schaffers, as the buyers of the Schaffer Property, relied on the  
4 information provided to them in the Appraisal Report.

5 3.5 The Schaffers intended to live in one dwelling area of the Schaffer  
6 Property and rent out the other two separate dwelling areas; this was a primary factor  
7 for plaintiff Schaffers in selecting the Schaffer Property. Had plaintiff Schaffers been  
8 provided accurate information by the Defendants, in the Appraisal Report, the Schaffers  
9 would not have purchased the Schaffer Property or they would have purchased it at a  
10 lower purchase price.

11 3.6 On or about August 12, 2016, the Schaffers by and through their real  
12 estate broker, Julie Beall of Windermere R.E.N.W., sent a signed offer for the purchase  
13 of the Schaffer Property to David Asplund, of Pointer Realty, Inc., the listing agent for  
14 the Schaffer Property.

15 3.7 David Asplund of Pointer Realty, Inc., engaged in several email  
16 communications with the Schaffers, by and through their broker, Julie Beall.

17 3.8 At all times relevant to the purchase of the Schaffer Property, the two  
18 brokers, Julie Beall and David Asplund, represented to the Schaffers that the property  
19 had three (3) separate living spaces with a kitchen in **each** area; and that the three  
20 living spaces were permitted for occupancy.

21 3.9 The Northwest Multiple Listing Service ("NWMLS") containing the Schaffer  
22 Property was provided to the Schaffers by Julie Beall of Windermere R.E.N.W.

23 3.10 David Asplund, of Pointer Realty, Inc. was the listing agent/broker for the  
24 Schaffer Property. At all times during the Schaffer Property transaction. David Asplund  
25 represented that he was the broker for the seller, Andrzej Keiko of AV Homes LLC.

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1           3.11 Sarah and Ethan Schaffer conditioned their willingness to purchase the  
2 Schaffer Property upon several factors, and included in the Agreement that prior to the  
3 purchase of the Schaffer Property, the Seller needed to obtain approval for occupancy  
4 and acquire all necessary permits for the occupancy and use of the Schaffer Property.

5           3.12 David Asplund of Pointer Realty, Inc., on behalf of the Seller, Andrzej  
6 Kieko and AV Homes, LLC, communicated to the Schaffers, by and through their  
7 broker, Julie Beall of Windermere R.E.N.W., that all inspections were complete and  
8 approved, and further, that the City of Seattle had granted the right to occupy the  
9 Schaffer Property as a result of the passed inspections.

10           3.13 In November 2016, the Schaffers were notified by Victoria Simpson, an  
11 Inspection Support Analyst for the Seattle Department of Construction and Inspections,  
12 that the property that the Schaffers had recently purchased for \$1,188,000.00 was not in  
13 compliance with defendants Andrzej Kieko and/or AV Homes LLC,'s submitted and  
14 approved plans and the issued permits for the Schaffer Property, that the Schaffer  
15 Property was in an area not zoned for a multifamily building, i.e. three (3) family  
16 dwellings, and that an approved final inspection permitting occupancy was never issued  
17 to the Seller, defendant Andrzej Kieko and/or AV Homes LLC for the Schaffer Property.  
18 This notification was provided well after the closing date for the purchase of the Schaffer  
19 Property, and after the Schaffers already were occupying the home and renting out the  
20 additional two dwelling areas.

21           3.14 As of the date of the filing of this Complaint, the Schaffer Property still has  
22 not received approval on all necessary inspections, which were required prior to closing.

23           3.15 The Schaffers' property and home do not meet the City's codes.

24           3.16 There are other issues and violations on the Schaffer Property, including  
25 but not limited to, the Seller/Builder, Andrzej Kieko, of AV Homes, LLC: (1) failed to  
26 obtain proper permits from the State Department of Transportation ("SDOT") for re-

1 grading the alley with gravel and creating a surface ill-suited for drainage purposes,  
2 which was affecting other properties, (2) failed to plant specific trees, pursuant to the  
3 plans submitted to the City of Seattle, and (3) disregarded the single family (SF) zoning  
4 designation for the area.

5 3.17 The City of Seattle requires that the Schaffer Property be returned to the  
6 condition evidenced by the floor plans submitted by Andrzej Kieko and AV Homes LLC,  
7 including, but not limited to: (1) any structural items, fixtures, improvements and/or  
8 appliances which creates a "dwelling", pursuant to applicable rules and codes, be  
9 removed; (2) obtain the additional permits required by SDOT; and (3) remedy the  
10 unpermitted regrading of the alleyway.

11 **IV. FIRST CAUSE OF ACTION**  
12 **(Negligent Misrepresentation)**

13 4.1 Paragraphs 1.1 to 3.17 are incorporated herein by this reference.

14 4.2 Defendants, Wai Samson Liu of Renton Appraisal Services, Inc.; David  
15 Asplund, of Pointer Realty, Inc.; Andrzej Kieko, Danuta Kieko, Vladimir Aficiuc and AV  
16 Homes, LLC; and Julie Beall of Windermere R.E.N.W each individually, in their marital  
17 community status and in their capacity as owners, agents, directors, governors and or  
18 officers in their respective businesses, had a duty to disclose to plaintiffs Sarah and  
19 Ethan Schaffer that the Schaffer Property was not built as permitted by the City of  
20 Seattle and does not **legally** contain three (3) separate living spaces with a kitchen in  
21 each areas as marketed.

22 4.3 Defendants, Andrzej Kieko, Danuta Kieko and Vladimir Aficiuc are agents  
23 and listed as governors for the entity, AV Homes, LLC, on the Corporations website of  
24 the Washington State Secretary of State.

25 4.4 Defendants Wai Samson Liu and Renton Appraisal Services, Inc.,  
26 breached their duty by not disclosing the material fact that the Schaffer Property did not  
contain a legal kitchen in the basement and was not zoned or suitable for a third

1 dwelling area, as claimed in the appraisal report upon which Sarah and Ethan Schaffer  
2 relied.

3 4.5 Defendants negligently omitted to disclose this material fact, and thereby  
4 caused Plaintiffs' damages, as specified in the demand below.

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6 **V. SECOND CAUSE OF ACTION**  
**(Intentional Misrepresentation/ Fraud)**

7 5.1 Paragraphs 1.1 to 4.5 are incorporated herein by this reference.

8 5.2 On or about September 19, 2016, Defendants, David Asplund, of Pointer  
9 Realty, Inc., Andrzej Kieko, and AV Homes, LLC intentionally marketed on the NWMLS,  
10 and failed to disclose to plaintiffs Sarah and Ethan Schaffer that the Schaffer Property  
11 was not fully permitted and passed all necessary inspections for the right to occupy the  
12 entire, completed Schaffer Property. Defendants represented to the public, through the  
13 NWMLS, and directly to Plaintiffs that the Schaffer Property was a legally permitted  
14 property, suitable for occupancy, contained three (3) separate living areas, had legal  
15 kitchens in each separate living area, and that all three (3) separate living areas were  
16 permitted. In fact, the Schaeffer Property was not permitted and had not passed all  
17 inspections prior to closing of the sales transaction by which the Schaffers purchased  
18 the Schaffer Property.

19 5.3 The representations made by defendants David Asplund, of Pointer  
20 Realty, Inc., Andrzej Kieko, and AV Homes, LLC were false and known to be false at  
21 the time they were made.

22 5.4 Plaintiffs Sarah and Ethan Schaffer were ignorant of the falsity of  
23 defendants David Asplund's, of Pointer Realty, Inc., Andrzej Kieko's and AV Homes,  
24 LLC's representations, which were material to the Schaffers' purchase of the Schaffer  
25 Property.





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Dated: January 24, 2017

**BRANDT LAW GROUP**

By /s/Michael D. Brandt  
Michael D. Brandt, WSBA #20901  
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Sarah and Ethan Schaffer