

FILED
KING COUNTY, WASHINGTON

JUL 22 2013

SUPERIOR COURT CLERK
Victor Bigornia
DEPUTY

HONORABLE CATHERINE SHAFFER

KING COUNTY SUPERIOR COURT OF WASHINGTON

HARTLEY McGRATH,

Plaintiff,

v.

VESTUS LLC; WINDERMERE REAL
ESTATE/EAST, INC., and
CHRISTOPHER HALL and JANE DOE
HALL and the Marital Community of
CHRISTOPHER AND JANE DOE HALL,

Defendants.

NO. 12-2-08537-4 SEA

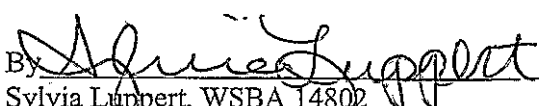
STIPULATION AND ORDER TO
AMEND COMPLAINT TO REMOVE
CLAIM AND PARTIES


STIPULATION

The parties through their attorneys of record hereby stipulate that plaintiff may amend her complaint to withdraw her claim for fraudulent concealment and to withdraw all claims against Christopher Hall, Jane Doe Hall, and the Marital Community of Christopher and Jane Doe Hall.

The proposed Amended Complaint is attached to this stipulation.

REAUGH OETTINGER & LUPPERT, P.S. DEMCO LAW FIRM, P.S.

By 
Sylvia Luppert, WSBA 14802
Attorneys for Hartley McGrath

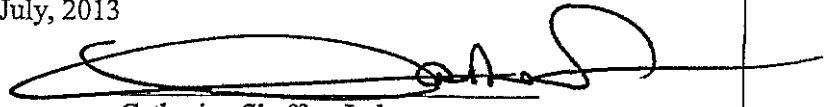
By 
Lars E Neste, WSBA 28781
Attorneys for Defendants

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ORDER

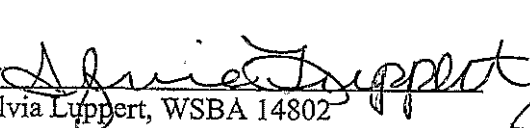
Pursuant to the foregoing Stipulation of the parties, the Court hereby approves amendment to the plaintiff's complaint as presented in the attached Amended Complaint.

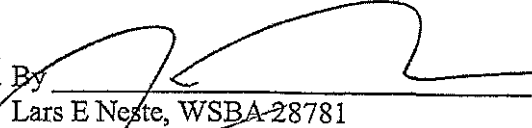
Dated this 22 day of July, 2013


Catherine Shaffer, Judge

Presented by:

REAUGH OETTINGER & LUPPERT, P.S. DEMCO LAW FIRM, P.S.

By 
Sylvia Luppert, WSBA 14802
Attorneys for Hartley McGrath

By 
Lars E Neste, WSBA-28781
Attorneys for Defendants

1 HONORABLE CATHERINE SHAFFER

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6 KING COUNTY SUPERIOR COURT OF WASHINGTON

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8 HARTLEY McGRATH,

9 Plaintiff,

10 v.

11 VESTUS LLC; and WINDERMERE
12 REAL ESTATE/EAST, INC.,

13 Defendants.

NO. 12-2-08537-4 SEA

AMENDED COMPLAINT

14 Plaintiff Hartley McGrath, by way of Complaint, alleges

15 1. Hartley McGrath at all times material is a resident of Seattle, King County,
16 Washington.

17
18 2. Defendant Vestus, LLC ("Vestus") is a Washington limited liability corporation
19 doing business in King County Washington. Vestus, LLC is also a trade name for Defendant
20 Windermere Real Estate/East, Inc.

21
22 3. Defendant Windermere Real Estate/East, Inc. ("Windermere") is a Washington
23 corporation doing business in King County Washington. Vestus LLC is a trade name for
24 Windermere.

25 4. Vestus and Windermere acted in concert, and the separate acts of each complained
26 of herein were acts for the benefit of all.

27
28 5. The acts of Defendants complained of herein occurred in King County Washington

1 making jurisdiction proper in King County.

2 6. Defendants provide real estate brokerage services as defined by RCW 18.85.011,
3 by counseling, consulting, and advising buyers and acting for buyers in connection with real estate
4 transactions.
5

6 7. Windermere is a real estate licensee as defined by RCW 18.85.011. Vestus holds
7 itself out as a licensee.

8 8. The Defendants hold themselves out as experts in the purchase of foreclosing real
9 property. Defendants provide training and information on purchasing foreclosing property, and
10 facilitate the financing and acquisition of foreclosing properties.
11

12 9. Vestus advertises that it gathers "real time market data" on foreclosing properties,
13 "mines" the data, physically drives to the properties in order to ensure the accurate analysis of each
14 property, and rigorously and carefully analyses the information it has collected.
15

16 10. Vestus promises to make all the information it has compiled available to its Client.

17 11. Vestus requires persons who utilize Defendants' services to execute a
18 Compensation/Confidentiality Client Agreement ("Client Agreement"). The Client Agreement
19 provides for a payment of a commission to Vestus for its services.
20

21 12. Hartley McGrath executed the Client Agreement on March 22, 2011 relying upon
22 Vestus' advertised expertise and diligence, and upon its promise to provide her with accurate and
23 complete information.

24 13. On the evening of April 7, 2011, Hartley McGrath met with Vestus principal
25 Christopher Hall to discuss properties scheduled for foreclosure auction the next day. Hall
26 provided McGrath information and recommendations on properties. Based upon Hall's
27 recommendations, McGrath selected four properties for bidding.
28

1 14. On the morning of April 8, 2011, Hall bid on the properties selected by McGrath.
2 His bid on the Property was the successful bid.

3 15. McGrath discovered after the purchase that the foundation of the building on the
4 Property was cracked and settling.

5 16. Evidence of foundation movement was observable from public property outside the
6 Property. A reasonably competent observer driving by the property for Vestus would have seen
7 the settling issues.
8

9 17. Information readily available to real estate professionals, but not to the public,
10 included agents' remarks that the foundation of the Property had settling issues.

11 18. The Defendants did not disclose the settling problems to McGrath.

12 19. But for Defendants' failure to disclose settling issues, McGrath would not have
13 purchased the Property.
14

15 20. McGrath was compelled to repair the foundation problems at great expense.

16 21. The actions of Defendants violate the Client Agreement between Vestus and
17 McGrath.
18

19 22. The actions of Defendants violate the laws intended to protect parties in real estate
20 transaction, including Chapters 18.85 and 18.86 RCW.

21 23. The actions of Defendants constitute negligent misrepresentation.

22 24. The actions of Defendants violate the Consumer Protection Act, Chapter 19.86
23 RCW.
24

25 Wherefore Hartley McGrath prays for the following relief against Defendants:

- 26 1. For an award of all damages caused by Defendants' failures;
27 2. For her attorneys fees and expenses;
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- 3. For increased damages as provided in RCW 19.86.090; and
- 4. For such further relief as law and equity warrant.

DATED: July 11, 2013

REAUGH OETTINGER & LUPPERT, P.S.

By: Sylvia Luppert, WSBA 14802
Attorneys for Hartley McGrath