

FILED
KITSAP COUNTY CLERK

2015 JUL -8 AM 9:41

DAVID W. PETERSON

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

HAL BRINGMAN and FITZ ROY
VENTURES, LLC, a Washington limited
liability company,

Plaintiffs,

v.

CHARLENE C. ENGLE, WINDERMERE
REAL ESTATE/BI, INC., a Washington
corporation, DIANE SUGDEN and JOHN
DOE SUGDEN, and JAN JOHNSON and
JOHN DOE JOHNSON,

Defendants.

NO. 15-2-00369-2

ANSWER OF WINDERMERE REAL
ESTATE/BI, INC., DIANE AND JOHN
DOE SUGDEN, and JAN AND JOHN
DOE JOHNSON, and AFFIRMATIVE
DEFENSES THERETO

COME NOW Defendants Windermere Real Estate/BI, Inc., a Washington corporation ("Windermere BI"), Diane and "John Doe" Sugden, and Jan and "John Doe" Johnson, and by way of Answer to Plaintiffs' Complaint, hereby allege and assert as follows. "Insufficient knowledge" as used herein shall mean "Defendants are without sufficient knowledge to admit or deny the truth of the allegation and therefore deny the same."

The following paragraph numbers are intended to correspond with and answer the paragraphs of equal numbering in Plaintiffs' Complaint for Negligent Misrepresentation, Fraud, and Violation of the Consumer Protection Act dated January 26, 2015.

1.1 Insufficient knowledge.

1.2 Insufficient knowledge.

ANSWER AND AFFIRMATIVE DEFENSES - 1

DEMCO LAW FIRM, P.S.

5224 WILSON AVE. S., SUITE 200
SEATTLE, WASHINGTON 98118
(206) 203-6000
FAX: (206) 203-6001

18-
AKC

- 1 1.3 Insufficient knowledge.
- 2 1.4 Admit.
- 3 1.5 Admit.
- 4 1.6 Admit that Jan Johnson is married. Deny remaining allegations.
- 5 1.7 Admit.
- 6 1.8 Admit that Diane Sugden is married. Deny remaining allegations.
- 7 1.9 Admit that venue and jurisdiction are proper. Deny remaining allegations.
- 8
- 9 2.1 Insufficient knowledge.
- 10 2.2 Insufficient knowledge.
- 11 2.3 Insufficient knowledge.
- 12 2.4 Deny.
- 13 2.5 Admit with one correction; Ms. Sugden and Ms. Johnson are independent
- 14 contractors affiliated and licensed with Windermere BI.
- 15 2.6 Deny last two sentences. Admit remaining allegations.
- 16 2.7 Admit.
- 17 2.8 Deny.
- 18 2.9 Deny.
- 19 2.10 Insufficient knowledge.
- 20 2.11 Insufficient knowledge.
- 21 2.12 Insufficient knowledge.
- 22 2.13 Insufficient knowledge.
- 23 2.14 Insufficient knowledge.
- 24 2.15 Insufficient knowledge.
- 25 2.16 Insufficient knowledge.
- 26 2.17 Insufficient knowledge.

1 2.18 Deny.
2
3 3.1 Deny.
4 3.2 Deny.
5 3.3 Deny.
6 3.4 Deny.
7
8 4.1 Deny.
9 4.2 Deny.
10 4.3 Deny.
11 4.4 Deny.
12 4.5 Deny.
13 4.6 Deny.
14 4.7 Deny.
15 4.8 Deny.
16 4.9 Deny.
17 4.10 Deny.
18
19 5.1 Deny.
20 5.2 Deny.
21 5.3 Deny.
22 5.4 Deny.
23 5.5 Deny.
24 5.6 Deny.
25 5.7 Deny.

26

1
2 AFFIRMATIVE DEFENSES:

- 3 1. Knowledge and disclosure;
4 2. Failure to inquire;
5 3. Assumption of risk;
6 4. Accord and satisfaction;
7 5. Satisfaction and waiver;
8 6. Comparative fault;
9 7. Contributory negligence;
10 8. Failure to mitigate damages;
11 9. Fault of a non-party;
12 10. Failure to join necessary party(ies) under Rule 19;
13 11. Injury by fellow servant.

14
15 PRAYER FOR RELIEF:

16 The Answering Defendants request the following relief of the court:

- 17 1. For a judgment for these Defendants and dismissal of all claims against them with
18 prejudice;
19 2. For an award of costs and attorney fees as allowed by contract or the law;
20 3. For any other relief that the Court may deem just and equitable or proper.

21
22 DATED this 6TH day of July, 2015.

23 DEMCO LAW FIRM, P.S.

24 By 

25 David C. Daniel, WSBA #34410
26 Attorneys for Windermere Real Estate/BI,
Inc., Sugden and Johnson