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FILED

JUN 14 2013

**THOMAS R FALLQUIST
SPOKANE COUNTY CLERK**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF SPOKANE

ARCHIE MITCHELL and STORMIE
MITCHELL, husband and wife,

Plaintiffs,

vs.

GREG DURHEIM and JANE DOE
DURHEIM, husband and wife; CAROL
GROVES and JOHN DOE GROVES, wife
and husband; and
WINDERMERE/MANITO, LLC, a
Washington limited liability
company; and PAUL SOLERNO and
JANE DOE SOLERNO, husband and
wife,

Defendants.

NO. 13201539-5

DEFENDANTS' ANSWER TO
COMPLAINT WITH AFFIRMATIVE
DEFENSES

COMES NOW the Defendants, GREG DURHEIM and JANE
DOE DURHEIM, husband and wife; CAROL GROVES and JOHN DOE
GROVES, wife and husband; and WINDERMERE/MANITO, LLC, a
Washington limited liability company, all together
("Windermere"), by and through counsel of record, JOHN H.
LOEFFLER of OLSON, LOEFFLER & LANDIS, P.S., and in answer to

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Plaintiffs' Complaint, admit, deny, and provide affirmative defenses as follows:

I.

ANSWER TO COMPLAINT

1. Windermere denies paragraph 1.1 of Plaintiffs' Complaint based upon insufficient knowledge or information to form a belief.

2. Windermere admits paragraphs 1.2, 1.3 and 1.4 of Plaintiffs' Complaint.

3. Windermere denies paragraph 1.5 of Plaintiffs' Complaint based upon insufficient knowledge or information to form a belief.

4. In answer to paragraph 2.1 of Plaintiffs' Complaint, Windermere admits the same.

5. In answer to paragraph 3.1 of Plaintiffs' Complaint, Windermere admits the same.

6. In answer to paragraph 3.2 of Plaintiffs' Complaint, Windermere denies the same.

7. In answer to paragraph 3.3 of Plaintiffs' Complaint, Windermere admits that Windermere assisted in finding the "Hallett Property" but denies for lack of information that the land was not big enough to meet Spokane County requirements for operation of a commercial dog kennel. Windermere admits contacting Solernoas at Plaintiff's request, to seek Solerno's participation in a boundary line adjustment but denies that the adjustment was to operate a commercial dog kennel. Windermere denies all other allegations contained in paragraph 3.3.

8. In answer to paragraph 3.4 of Plaintiffs' Complaint, Windermere admits the same.

1 9. In answer to paragraph 3.5 of Plaintiffs'
2 Complaint, Windermere admits the same.

3 10. In answer to paragraph 3.6 of Plaintiffs'
4 Complaint, Windermere denies the same.

5 11. In answer to paragraph 3.7 of Plaintiffs'
6 Complaint, Windermere denies the same.

7 12. In answer to paragraph 3.8 of Plaintiffs'
8 Complaint, Windermere denies the same.

9 13. In answer to paragraph 3.9 of Plaintiffs'
10 Complaint, Windermere denies the same.

11 14. In answer to paragraph 3.10 of Plaintiffs'
12 Complaint, Windermere denies the same.

13 15. In answer to paragraph 3.11 of Plaintiffs'
14 Complaint, Windermere denies the same for lack of
15 information.

16 16. In answer to paragraph 4.1 of Plaintiffs'
17 Complaint, Windermere denies the same.

18 17. In answer to paragraphs 5.1 and 5.2 of
19 Plaintiffs' Complaint, Windermere does not dispute the
20 requirements of RCW 18.86.030 and 050 but denies the
21 remainder of the allegations in these paragraphs.

22 18. In answer to paragraphs 6.1 and 6.2 of
23 Plaintiffs' Complaint, Windermere denies the same.

24 19. In answer to paragraph 7.1 of Plaintiffs'
25 Complaint, Windermere denies the same.

26 20. Windermere denies each and every other
27 allegation in Plaintiffs' Complaint including the prayer for
28 relief.
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II. AFFIRMATIVE DEFENSES

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Windermere having answered Plaintiffs' Complaint, does hereby assert the following affirmative defenses:

2.1 Plaintiffs' Complaint fails to state a claim against Windermere in which relief may be granted.

2.2 That Plaintiffs' damages, if any, are the direct proximate result of the Plaintiffs own breach of contract, Negligence and their defamatory conduct.

2.3 Waiver.

2.4 Failure to mitigate.

2.5 Violation of the clean hands doctrine.

2.6 Estoppel.

2.7 Comparative fault.

2.8 Insufficiency of process and service of process.

2.9 Windermere reserves the right to amend these affirmative defenses and add additional counter-claims or cross-claims after the ongoing discovery is completed.

III.

Prayer for Relief

WHEREFORE, Windermere prays for relief as follows:

1. That Plaintiffs' Complaint against Windermere be dismissed with prejudice and without costs or attorney's fees to Windermere;

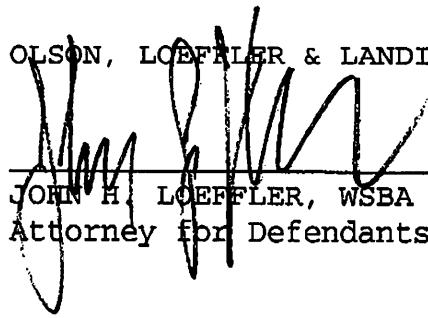
2. Windermere be awarded their costs and reasonable attorneys' fees incurred in this action pursuant to any applicable law or contract.

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3. For such other and further relief as the Court deems just and reasonable, whether at law or in equity.

DATED this 14th day of June, 2013

OLSON, LOEFFLER & LANDIS, P. S.



JOHN H. LOEFFLER, WSBA #10797
Attorney for Defendants

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 14TH day of June, 2013, I caused a true and correct copy of the foregoing Answer to Complaint, to be forwarded, with all required charges prepaid, by the methods indicated below to the following persons:

JP. DIENER FELTMAN, GEBHARDT, GREER & ZEIMANTZ, P.S. 421 W. RIVERSIDE AVE. SUITE 1400 SPOKANE, WA 99201	<input checked="" type="checkbox"/> US Mail, postage paid <input type="checkbox"/> Facsimile: 838-5466 <input checked="" type="checkbox"/> Eastern Wash. Messenger <input type="checkbox"/> E-mail to:


DAWN A. SANCHEZ