

FILED  
KITSAP COUNTY CLERK

2015 FEB 27 AM 10:43

DAVID W. PETERSON

SUPERIOR COURT FOR THE STATE OF WASHINGTON  
IN 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

SUMMONS (20-Day)

(x6)

THE STATE OF WASHINGTON TO:

CHARLENE C ENGLE

A lawsuit has been started against you in the above-entitled Court by Plaintiffs Hal Bringman and Fitz Roy Ventures LLC. Plaintiff's claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within twenty (20) days after the service of this Summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiffs are entitled to what has been asked for because you have not responded. If you

SUMMONS (20-Day) - 1

BR1035-0001 2836643.docx

CARNEY BADLEY SPELLMAN, P.S.  
701 Fifth Avenue, Suite 3600  
Seattle, WA 98104-7010  
(206) 622-8020

-2-  
AKC

1 serve a notice of appearance on the undersigned person, you are entitled to notice before a  
2 default judgment may be entered.

3 You may demand that the plaintiffs file this lawsuit with the Court. If you do so, the  
4 demand must be in writing and must be served upon the person signing this Summons.  
5 Within fourteen (14) days after you serve the demand, the plaintiffs must file this lawsuit with  
6 the Court, or the service on you of this Summons and Complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly  
8 so that your written response, if any, may be served on time.

9 THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules of  
10 the State of Washington.

11 DATED this 26<sup>th</sup> day of January, 2015.

12 CARNEY BADLEY SPELLMAN, P.S.

13  
14 By 

15 Scott R. Weaver, WSBA No. 29267  
16 Attorneys for Plaintiffs  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

FILED  
KITSAP COUNTY CLERK

2015 FEB 27 AM 10:44

DAVID W. PETERSON

SUPERIOR COURT FOR THE STATE OF WASHINGTON  
IN 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

SUMMONS (20-Day)

THE STATE OF WASHINGTON TO: WINDERMERE REAL ESTATE/BI, INC.,  
a Washington corporation

A lawsuit has been started against you in the above-entitled Court by Plaintiffs Hal Bringman and Fitz Roy Ventures LLC. Plaintiffs' claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within twenty (20) days after the service of this Summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiffs are entitled to what has been asked for because you have not responded. If you

1 serve a notice of appearance on the undersigned person, you are entitled to notice before a  
2 default judgment may be entered.

3 You may demand that the plaintiffs file this lawsuit with the Court. If you do so, the  
4 demand must be in writing and must be served upon the person signing this Summons.  
5 Within fourteen (14) days after you serve the demand, the plaintiffs must file this lawsuit with  
6 the Court, or the service on you of this Summons and Complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly  
8 so that your written response, if any, may be served on time.

9 THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules of  
10 the State of Washington.

11 DATED this 26<sup>th</sup> day of January, 2015.

12 CARNEY BADLEY SPELLMAN, P.S.

13  
14 By \_\_\_\_\_

15 Scott R. Weaver, WSBA No. 29267  
16 Attorneys for Plaintiffs  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

FILED  
KITSAP COUNTY CLERK

2015 FEB 27 AM 10:44

DAVID W. PETERSON

SUPERIOR COURT FOR THE STATE OF WASHINGTON  
IN 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

SUMMONS (20-Day)

THE STATE OF WASHINGTON TO: DIANE SUGDEN

A lawsuit has been started against you in the above-entitled Court by Plaintiffs Hal Bringman and Fitz Roy Ventures LLC. Plaintiff's claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within twenty (20) days after the service of this Summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiffs are entitled to what has been asked for because you have not responded. If you

1 serve a notice of appearance on the undersigned person, you are entitled to notice before a  
2 default judgment may be entered.

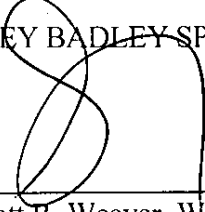
3 You may demand that the plaintiffs file this lawsuit with the Court. If you do so, the  
4 demand must be in writing and must be served upon the person signing this Summons.  
5 Within fourteen (14) days after you serve the demand, the plaintiffs must file this lawsuit with  
6 the Court, or the service on you of this Summons and Complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly  
8 so that your written response, if any, may be served on time.

9 THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules of  
10 the State of Washington.

11 DATED this 26<sup>th</sup> day of January, 2015.

12 CARNEY BADLEY SPELLMAN, P.S.

13  
14 By   
15 Scott R. Weaver, WSBA No. 29267  
16 Attorneys for Plaintiffs  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

FILED  
KITSAP COUNTY CLERK

2015 FEB 27 AM 10:44

DAVID W. PETERSON

SUPERIOR COURT FOR THE STATE OF WASHINGTON  
IN 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

SUMMONS (20-Day)

THE STATE OF WASHINGTON TO:

JOHN DOE SUGDEN

A lawsuit has been started against you in the above-entitled Court by Plaintiffs Hal Bringman and Fitz Roy Ventures LLC. Plaintiffs' claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within twenty (20) days after the service of this Summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiffs are entitled to what has been asked for because you have not responded. If you

1 serve a notice of appearance on the undersigned person, you are entitled to notice before a  
2 default judgment may be entered.

3 You may demand that the plaintiffs file this lawsuit with the Court. If you do so, the  
4 demand must be in writing and must be served upon the person signing this Summons.  
5 Within fourteen (14) days after you serve the demand, the plaintiffs must file this lawsuit with  
6 the Court, or the service on you of this Summons and Complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly  
8 so that your written response, if any, may be served on time.

9 THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules of  
10 the State of Washington.

11 DATED this 26<sup>th</sup> day of January, 2015.

12 CARNEY BADLEY SPELLMAN, P.S.

13  
14 By 

15 Scott R. Weaver, WSBA No. 29267  
16 Attorneys for Plaintiffs  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26



FILED  
KITSAP COUNTY CLERK

2015 FEB 27 AM 10:44

DAVID W. PETERSON

SUPERIOR COURT FOR THE STATE OF WASHINGTON  
IN 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

SUMMONS (20-Day)

THE STATE OF WASHINGTON TO: JAN JOHNSON

A lawsuit has been started against you in the above-entitled Court by Plaintiffs Hal Bringman and Fitz Roy Ventures LLC. Plaintiff's claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within twenty (20) days after the service of this Summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiffs are entitled to what has been asked for because you have not responded. If you

1 serve a notice of appearance on the undersigned person, you are entitled to notice before a  
2 default judgment may be entered.

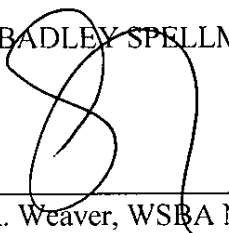
3 You may demand that the plaintiffs file this lawsuit with the Court. If you do so, the  
4 demand must be in writing and must be served upon the person signing this Summons.  
5 Within fourteen (14) days after you serve the demand, the plaintiffs must file this lawsuit with  
6 the Court, or the service on you of this Summons and Complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly  
8 so that your written response, if any, may be served on time.

9 THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules of  
10 the State of Washington.

11 DATED this 26<sup>th</sup> day of January, 2015.

12 CARNEY BADLEY SPELLMAN, P.S.

13  
14 By   
15 Scott R. Weaver, WSBA No. 29267  
16 Attorneys for Plaintiffs  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

FILED  
KITSAP COUNTY CLERK

2015 FEB 27 AM 10:44

DAVID W. PETERSON

SUPERIOR COURT FOR THE STATE OF WASHINGTON  
IN 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

SUMMONS (20-Day)

THE STATE OF WASHINGTON TO: JOHN DOE JOHNSON

A lawsuit has been started against you in the above-entitled Court by Plaintiffs Hal Bringman and Fitz Roy Ventures LLC. Plaintiffs' claim is stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within twenty (20) days after the service of this Summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiffs are entitled to what has been asked for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

1 You may demand that the plaintiffs file this lawsuit with the Court. If you do so, the  
2 demand must be in writing and must be served upon the person signing this Summons.  
3 Within fourteen (14) days after you serve the demand, the plaintiffs must file this lawsuit with  
4 the Court, or the service on you of this Summons and Complaint will be void.

5 If you wish to seek the advice of an attorney in this matter, you should do so promptly  
6 so that your written response, if any, may be served on time.

7 THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules of  
8 the State of Washington.

9 DATED this 26<sup>th</sup> day of January, 2015.

10 CARNEY BADLEY SPELLMAN, P.S.

11  
12 By 

13 Scott R. Weaver, WSBA No. 29267  
14 Attorneys for Plaintiffs  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

FILED  
KITSAP COUNTY CLERK

2015 FEB 27 AM 10:43

DAVID W. PETERSON

SUPERIOR COURT FOR THE STATE OF WASHINGTON  
IN 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**

COMPLAINT FOR NEGLIGENT  
MISREPRESENTATION, FRAUD,  
VIOLATION OF THE CONSUMER  
PROTECTION ACT

COMES NOW Plaintiffs and for causes of action against the Defendants above-named, states and alleges as follows:

**I. PARTIES AND JURISDICTION**

1.1 Hal Bringman is an individual who is in all ways qualified to bring this action.

1.2 Fitz Roy Ventures LLC is a Washington limited liability company that is in all ways qualified to bring this action.

1.3 Charlene C. Engle is an individual who resides in Kitsap County.

1.4 Windermere Real Estate/BI, Inc. ("Windermere BI") is a Washington corporation headquartered in Kitsap County.

1.5 Jan Johnson is an individual who resides in Kitsap County and who is a broker with Windermere BI.

COMPLAINT FOR NEGLIGENT MISREPRESENTATION,  
FRAUD, VIOLATION OF THE CONSUMER PROTECTION ACT -

1

**CARNEY BADLEY SPELLMAN, P.S.**  
701 Fifth Avenue, Suite 3600  
Seattle, WA 98104-7010  
(206) 622-8020

1           1.6     John Doe Johnson is an alias for Ms. Johnson's husband. His name will be  
2 added back when known. Because their martial community benefitted by Ms. Johnson's  
3 involvement in the sale of the property at issue, their marital community is liable for Ms.  
4 Johnson's actions as pled herein.

5           1.7     Diane Sugden is an individual who resides in Kitsap County and who is a  
6 broker with Windermere BI.

7           1.8     John Doe Sugden is an alias for Ms. Sugden's husband. His name will be  
8 added back when known. Because their martial community benefitted by Ms. Sugden's  
9 involvement in the sale of the property at issue, their marital community is liable for Ms.  
10 Sugden's actions as pled herein.

11          1.9     Jurisdiction and venue are properly in this Court because the parties reside and  
12 do business in Kitsap County and the transaction at issue, failure to disclose and fraud took  
13 place in Kitsap County.

14                                   **II.     BACKGROUND FACTS**

15          2.1     Ms. Engle held title to and lived in the real property located in Kitsap County  
16 commonly known as 10468 NE Yaquina Ave, Bainbridge Island, Washington 98110 (the  
17 "Premises").

18          2.2     For a number of years, Ms. Engle was well aware of the fact that the well and  
19 water on the Premises was contaminated with arsenic. Over the years, she took action to  
20 attempt to ameliorate the negative repercussions of the arsenic contaminated well and water.  
21 She installed an arsenic filter and had a significant amount of work performed on the well to  
22 deal with the arsenic contamination.

23          2.3     In 2013, Ms. Engle listed the Premises for sale. Ms. Engle prepared a Form 17  
24 Seller Disclosure Statement. In spite of knowing about the arsenic problem at the Premises,  
25 Ms. Engle failed to make an appropriate disclosure. In fact, she flatly denied that there were  
26

1 any contamination issues related to the Premises. Mrs. Engle's profession is that of a  
2 "Complex Litigation Coordinator" with a reputable Washington law firm. She is well aware  
3 of the importance of making truthful disclosures in legal documents in forms such as the Form  
4 17.

5 2.4 Ms. Engle notified her real estate broker, Jan Johnson, of the arsenic issues  
6 prior to the Premises being sold. Ms. Engle shared with Ms. Johnson and Ms. Sugden her  
7 understanding of the arsenic problem at the Premises.

8 2.5 Mr. Bringman retained Ms. Sugden to act as his broker in the transaction  
9 discussed below. Ms. Sugden and Ms. Johnson are colleagues and both employed by  
10 Windermere Real Estate/BI, Inc.

11 2.6 In August of 2013, Mr. Bringman entered into a contract to purchase the  
12 Premises from Ms. Engle. Ms. Sugden prepared Mr. Bringman's offer to purchase. The final  
13 contract contains an attorney's fee provision. Ms. Engle and her agent, Ms. Johnson, provided  
14 the statutory Form 17 seller's disclosure to Mr. Bringman. Neither Mrs. Engle, Mrs. Sugden,  
15 nor Ms. Johnson ever disclosed the arsenic problem to Mr. Bringman. They either negligently  
16 or knowingly failed to disclose the arsenic problems.

17 2.7 After making the offer to purchase, Mr. Bringman had the Premises properly  
18 and thoroughly inspected by a licensed home inspector. Neither Mr. Bringman nor the home  
19 inspector discovered the arsenic problem. Mr. Bringman did not pursue further testing of the  
20 water because he was provided with water test results recently performed by Ms. Engle that  
21 indicated no contamination issues. Consequently, Mr. Bringman never discovered that there  
22 was an arsenic problem.

23 2.8 Ms. Engle, Mrs. Sugden and Ms. Johnson informed Mr. Bringman that the  
24 well was recently inspected and that it was in perfect working order. In spite of the fact that  
25 all three of them were aware of the arsenic issues, they again failed to make any mention of  
26 the issues. Moreover, during the inspection on September 11, 2013 when Mr. Bringman asked

1 Mrs. Engle what information he should know about the wells and water while touring the  
2 grounds, Mrs. Engle stated that the only water issues that she and her husband had intended to  
3 eventually correct or improve were installation of an irrigation system for the vegetation and  
4 grounds. The only disclosure about the well ever made was the fact that it was a shared well.

5 2.9 Knowing nothing of the arsenic issues and based upon the representations of  
6 Ms. Engle, Ms. Johnson, and Ms. Sugden, on or about October 13, 2013, Mr. Bringman took  
7 title to the property by way of a sole member limited liability company, Fitz Roy Ventures  
8 LLC. Mr. Bringman immediately took occupancy.

9 2.10 After taking occupancy of the Premises in mid-October of 2013, Mr.  
10 Bringman, who suffers from a rare form of muscular dystrophy, began noticing issues with  
11 the water. Because of his health issues, out of an abundance of caution Mr. Bringman and his  
12 partner attached a reverse osmosis water filtration system to the Premises.

13 2.11 On April 23, 2014, Mr. Bringman's neighbor, Martha Grossman, who shares  
14 the well with him, informed him that there were high levels of arsenic in their water. She  
15 provide him with a report accompanied by an advisory stating: "Please see attached water test  
16 results. The most important thing to note is that the arsenic level is more than 2x the  
17 Maximum Contaminant Level (MCL) both pre-and post-treatment – a very dangerous  
18 situation. This is why it is important to not use the water at either of the homes served by this  
19 well for any purpose, from drinking, to showering, to irrigating the garden/lawn, until further  
20 notice."

21 2.12 Mr. Bringman immediately contacted Ms. Engle to inquire as to whether she  
22 had knowledge of the arsenic. She denied having knowledge of a current arsenic problem, but  
23 revealed she had provided information to the agents regarding a prior arsenic problem.

24 2.13 Mr. Bringman had additional testing performed. The testing confirmed that  
25 there are extremely high dangerous levels of arsenic in the well and water. In fact, it tested at  
26



1 twice the EPA legal limits. Arsenic is odorless and tasteless. It enters drinking water supplies  
2 from natural deposits in the earth or from agricultural and industrial practices.

3 2.14 Mr. Bringman then began researching options for dealing with the arsenic.  
4 One of the options he learned of was an arsenic filter. Mr. Bringman then discovered, much to  
5 his surprise, that there was a disconnected arsenic filter on the Premises. Seemingly, Ms.  
6 Engle had installed the filter to mitigate the existing arsenic issue. Mr. Bringman realized that  
7 the defendant had concealed the arsenic issue from him. The arsenic issue was not a new  
8 problem but, rather, one that defendants had attempted to cover up and withhold from him.  
9 Mr. Bringman never discovered it previously both because the defendants intentionally  
10 covered it up and failed to disclose it.

11 2.15 Mr. Bringman's health has been compromised, and he has suffered physical,  
12 mental and emotional damages stemming from the failure to disclose the arsenic.

13 2.16 Plaintiffs have suffered damages because the Premises are worth far less than  
14 what they paid for them as a result of the arsenic on the Premises. For plaintiffs to sell the  
15 Premises, they will need to disclose the arsenic issue and be willing to accept far less than  
16 what they paid for the Premises. The EPA considers arsenic to be a health hazard and a  
17 known carcinogen. The EPA states, "Arsenic has been linked to cancer of the bladder, lungs,  
18 skin, kidney, nasal passages, liver, and prostate."

19 2.17 To ameliorate the effects of the arsenic on the Premises, Plaintiffs were forced  
20 to purchase a neighboring property for the purpose of digging a new well. The water at the  
21 neighboring property has tested negative for arsenic. In addition to the cost of the new  
22 property and the cost of the digging of the well, Plaintiffs have incurred other damages  
23 attempting to remedy the effects of the arsenic on the Premises.

24 2.18 Plaintiffs are further incurring attorney's fees, legal costs, expert costs and  
25 other costs stemming from the failure to disclose the arsenic problems.

1                   **III. FIRST CAUSE OF ACTION-NEGLIGENT FAILURE TO DISCLOSE AND**  
2   **NEGLIGENT MISREPRESENTATION**

3                   3.1 Plaintiff incorporates by reference the allegations of Paragraphs 1.1 through  
4                   2.18 as if fully set forth herein.

5                   3.2 All of the defendants had a duty to disclose to Plaintiffs the arsenic issues at  
6                   the Premises.

7                   3.3 None of the defendants disclosed those issues. Moreover, they produced a  
8                   Form 17, which represented that there were no arsenic issues at the Premises.

9                   3.4 As a result of the failure to disclose the arsenic issues and the production of the  
10                   inaccurate Form 17, Plaintiffs have suffered damages as discussed above, and the Defendants  
11                   are liable for those damages.

12   **IV. SECOND CAUSE OF ACTION-FRAUD**

13                   4.1 Plaintiff incorporates by reference the allegations of Paragraphs 1.1 through  
14                   3.4 as if fully set forth herein.

15                   4.2 Defendants are liable to Plaintiffs because they defrauded Plaintiffs.

16                   4.3 Defendants represented as an existing fact that the Premises were not  
17                   contaminated and had never had an arsenic or any other contamination problem.

18                   4.4 This representation was material to Plaintiff's agreement to purchase the  
19                   Premises. Had the misrepresentation not been made, Plaintiffs would not have purchased the  
20                   Premises.

21                   4.5 The representations in the Form 17 that there were not contamination problems  
22                   with the Premises were false.

23                   4.6 Defendants knew the representations were false when Defendants made the  
24                   representation by way of presentation of the Form 17 to Plaintiffs.

25                   4.7 Defendants intended for Plaintiffs to act upon the misrepresentation and  
26                   purchase the Premises for far more than the fair market value of the property.

1           4.8     Plaintiffs did not know the misrepresentations were false when they purchased  
2 the Premises, and they relied on the fact that the misrepresentations were in fact truthful.

3           4.9     Plaintiffs had the right to rely upon the misrepresentation because they fully  
4 inspected the Premises and found nothing to put them on notice to the arsenic issues and  
5 because Defendants asserted the misrepresentations in writing in the Form 17.

6           4.10    As discussed previously, Plaintiffs have suffered significant damages as a  
7 result of Defendants' fraud.

8     **V.     THIRD CAUSE OF ACTION-CONSUMER PROTECTION ACT VIOLATION**

9           5.1     Plaintiff incorporates by reference the allegations of Paragraphs 1.1 through  
10 4.10 as if fully set forth herein.

11          5.2     Defendants Windermere BI, Ms. Sugden and Ms. Johnson ("Brokers") are  
12 liable to Plaintiffs pursuant to the Consumer Protection Act.

13          5.3     Brokers' fraud re the arsenic contamination was an unfair and deceptive act.

14          5.4     Brokers' fraud occurred in the conduct of trade and/or commerce.

15          5.5     Brokers' concealment has an impact on public interest because Brokers  
16 regularly represent buyers and sellers of residential real estate and could cause many others  
17 similar harm.

18          5.6     There is a direct causal link between Brokers' unfair and deceptive practice  
19 and the injury suffered by Plaintiffs.

20          5.7     Brokers' fraud caused Plaintiffs to suffer the damages previously enumerated  
21 in this complaint. Additionally, pursuant to the Washington Consumer Protection Act,  
22 Plaintiffs are entitled to an award of their attorney's fees, legal costs and other related  
23 expenses in addition to a trebling of their damages

VI.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. Judgment against the Defendants for Plaintiffs' damages (physical, mental and emotional harm to Mr. Bringman; the amount overpaid for the premises; all costs and expenses incurred as a result of the undisclosed arsenic issues) in an amount to be determined by the court;

2. Judgment against Defendants for punitive damages in an amount to be determined by the court;

3. Judgment against the Brokers for treble damages under the Consumer Protection Act in an amount to be determined by the court;

4. An award of Plaintiff's legal costs, expenses, other costs, expert witness fees and other disbursements incurred herein, including a reasonable attorney's fee as allowed under the purchase and sale agreement by and between Plaintiffs and Ms. Engle and/or as allowed under the Consumer Protection Act;


5. For an award of pre and post judgment interest in the amount of 12% per annum; and

6. Such other and further relief as the court deems just and equitable.

DATED this 26<sup>th</sup> day of January, 2015.

CARNEY BADLEY SPELLMAN, P.S.

By

  
\_\_\_\_\_  
Scott R. Weaver, WSBA #29267  
Attorneys for Plaintiff