		FILED			
		15 JUL 27 AM 9:22			
1	KING COUNTY SUPERIOR COURT CLERK				
2		E-FILED CASE NUMBER: 15-2-17975-6 KNT			
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6	SUPERIOR COURT OF WASHINGTON				
7	KING COUNTY				
8	JUDITH JORGENSEN,				
9	Plaintiff,				
10	VS.	No.			
11	JAMES WONG and TYRA WONG, husband and wife creating a marital community, LISA	COMPLAINT FOR DAMAGES & FOR MONEY DUE AND OWING			
12	LAM, as a single person, LISA LAM and GORDON LAM, husband and wife and the				
13	marital community composed thereof, MARCIE MAXWELL, as a single person and JOHN DOE				
14	MAXWELL, husband and wife, and WINDERMERE REAL ESTATE/RENTON,				
15	INC., a Washington Corporation,				
16	Defendants.				
17					
18	COMES NOW the Plaintiff, Judith Jorge	nsen (hereinafter "Plaintiff"), by and through			
19	her counsel of record, DICKSON LAW GROU	P, for the causes of action against the above			
20	named Defendants, JAMES WONG and TYRA	WONG, husband and wife creating a marital			
21	community, LISA LAM, as a single person, LISA LAM and GORDON LAM, wife and				
22	husband and the marital community composed thereof, MARCIE MAXWELL, as a single				
23	person and JOHN DOE MAXWELL, wife and husband, and WINDERMERE REAL				
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1	ESTATE/RENTON, INC., a Washington Corporation (hereinafter "Defendants"), allege and			
2	pray as follows:			
3	I. VENUE / JURISDICTION			
4	1.1 On or about April 10, 2015 The Plaintiff and the Defendants Wong entered			
5	into a purchase and sale agreement for real property.			
6	1.2 Plaintiff is a resident of Renton, King County, Washington.			
7	1.3 Defendants James Wong and Tyra Wong are believed to be residents of			
8	Bellevue, King County, Washington.			
9	1.4 Defendants Lisa Lam and Gordon Lam are believed to be residents of Renton,			
10	King County, Washington. Lisa Lam a Real Estate Broker, marketing herself as just one of			
11	the elite of the 4% in the U.S. that can call herself a Certified Residential Specialists engaging			
12	in the business of providing real estate services in the State of Washington.			
13	1.5 Defendants Marcie Maxwell and John Doe Maxwell are believed to be			
14	residents of Renton, King County, Washington. Marcie Maxwell a Real Estate Broker			
15	marketing herself as just one of the 4% in the United States that is a Certified Residential			
16	Specialist engaging in the business of providing real estate services.			
17	1.6 As hereinafter alleged, all acts and omissions of the Defendants, Lam and			
18	Maxwell are wife and husband were done for the benefit of their respective marital			
19	communities.			
20	1.7 Defendant Windermere Real Estate / Renton, Inc., ("Windermere Renton") is a			
21	Washington corporation licensed as a real estate firm in the State of Washington.			
22	Windermere Renton is engaged in the business of providing real estate brokerage services in			
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King County, Washington by and through its affiliated real estate brokers. Defendants Lam and Maxwell are the designated brokers on behalf of Windermere Renton.

1.8 As hereinafter alleged, all acts and omissions of Defendant Lisa Lam and
Marcie Maxwell were performed in the course and scope of an agency for Defendant
Windermere Renton, or with the acquiescence, approval, authorization, command,
condonation, direction, or ratification, express or implied of said Defendant. Defendant
Windermere Renton is therefore jointly and severally liable with Defendant Lisa Lam and
Gordon Lam along with Marcie Maxwell and John Doe Maxwell for the harm, damages and
liability to the Plaintiff hereinafter alleged.

1.9 In performing the acts and omissions hereinafter alleged, the Defendants acted in concert with each other, and are therefore jointly and severally liable for the harm, damages and expenses incurred by Plaintiff hereinafter alleged.

1.10 The Superior Court of King County has jurisdiction over the parties and the subject matter of this action.

1.11 Venue in this action is proper in King County because the real property at issue herein is located in King County, the Defendants reside and/or do business in King County and/or one or more actions of the named Defendants giving rise to the Plaintiff's claims occurred in King County.

II. FACTS

2.1 Prior to April 20, 2015, James Wong and Tyra Wong were the owners of certain property situated in King County, commonly known as: 307 Burnett Avenue North, Renton, WA 98057, King County, Washington.

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2.2 The Property is improved with a single family residence home served by a sewer system.

2.3 On or about April 10, 2015, the Defendants, James Wong and Tyra Wong, entered into a purchase and sale agreement with the Plaintiff thereby selling the property by and through their agents Lisa Lam, Marcie Maxwell and Windermere Renton to the Plaintiff, Judith Jorgensen.

2.4 The Purchase and Sale Agreement incorporated several addendum / Amendments including disclosures: Seller Disclosure Statement Improved Property ("Form 17") and, an Inspection Response Form 35 and Form 35R (the "Inspection Form 35," and together with the Purchase and Sale Agreement where the context is clear, the "Agreement"). The Agreement, Form 17 and Form 35 are an integrated contract constituting the complete and expressions of the Plaintiff and Defendant's agreement for the sale of the Property.

2.5 Pursuant to the Seller Disclosure Statement Addendum, Defendants Wongs noted \P 2.3 that no were no repairs or problems necessary, there were no defects in the operation of the water system (including: pipes, tank, pump), there were no roof leaks within the last 5 years, that all improvements made were done with a permit.

2.6 Pursuant to the Inspection Response Form 25 signed and dated April 21, 2015 by Defendants Wong (through their agents Lam and Maxwell), were made aware of "all electrical components that were deemed "unsafe" including the water heater and electrical panel."

2.7 The Defendant Wongs were expressly obligated to retain a licensed electrician to inspect and repair the unsafe defects as given in the Inspection Report dated April 14, 2015 and complete the requirements as defined by RCW §19.28.

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2.8 Although the Defendants Wongs rejected the request and proposal of the Plaintiff to repair the defective electrical items, Defendant Wongs had an electrician repair numerous electrical outlets. The wiring completed by whom Defendant Wong's hired, were not repaired to code and have caused the Plaintiff more damage, harm and expenses.

2.9 Thereafter the Defendants represented to Plaintiff that all repairs had been made and had been done so by a licensed electrician and done so according to RCW §19.28.

2.10 The Defendants' Disclosures and Representations were materially and patently false. The Defendants knew the Disclosures and Representations were false unbeknownst to Plaintiff. The Defendants have actual knowledge of the following, but not limited to issues related to the home: the electrical wiring is not to code, changes/additions and modifications were not done to code, there is moisture intrusion and leaks which have caused damage to the sheetrock and walls of the basement, foundation, basement and crawlspace have signs of harmful water penetration into the home, the plumbing and water supply pipes are corroded and are not functioning properly, the home's wall anchors are loose and need repair, the panels and wiring throughout the home is improper, there are damaged breakers, over-sized breakers, missing panels, there is water damage and water intrusion in the flashing seals, exterior walls and gutter system, gutters are clogged and drain poorly which is causing deterioration of fascia, soffit or roof edge, the water heater is not installed to code, the wiring for the hot water heater is a hazard and not to code and the hot water heater has not been installed according to code.

2.11 Defendant Wongs knew their Disclosures and Representations were material to Plaintiff and were significant with regard to her decision to purchase the Property. The

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DICKSONLAWGROUP 1201 PACIFIC AVENUE. SUITE 2050 TACOMA, WASHINGTON 98402 (253) 572-1000 - FACSIMILE (253) 572-1300 Defendants intended for the Plaintiff to rely on the Disclosures and Representations, to which the Plaintiff did rely upon, and had a right to rely upon, the Defendants representations.

2 1 2 The Plaintiff had requested that the Defendants cure the defects to which they denied, but then on their own accord had an electrician attempt to fix the hazardous conditions of the electrical system.

In furtherance of the Defendant Wongs' deception, on or about June 9, 2015 by 2.13 notice of their agents, Lisa Lam and/or Marcie Maxwell, Defendant Wong wrote a letter to the Plaintiff offering her a sum of \$1,274.75 in exchange for a Release and Settlement Agreement for the conditions of the home.

Within days of moving into the home, the Plaintiff noticed that there were 2.14 numerous defects and deficiencies throughout the home that were hazardous that, as a direct and proximate result of the fraudulent and/or negligent misrepresentations and omissions by the Defendants alleged above, the Plaintiff has been damaged in amount to be proven at trial.

III. CAUSES OF ACTION

Fraud & Deception

3.1 Plaintiff incorporates and realleges paragraphs 1.1 through 2.14 above as though fully set forth herein.

3.2 By reason of their conduct alleged above, Defendants made intentionally material false statements to induce Plaintiff into buying the Property. Plaintiff reasonably relied upon such statements in purchasing the Property, and Plaintiff had a right to rely on said statements. As such, Defendants deceived and defrauded the Plaintiff.

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1	3.3 As a direct and proximate result of Defendants' conduct alleged above,			
2	Plaintiff has been damaged in an amount to be proven at trial, and Plaintiff is entitled to			
3	recover such amount, together with costs, and prejudgment interest at the judgment rate.			
4	3.4 By reason of their conduct alleged above, the Defendants jointly and			
5	severally defrauded Plaintiff.			
6	Fraudulent Concealment			
7	4.1 Plaintiff incorporates and realleges paragraphs 1. 1 through 3.4 above as			
8	though fully set forth herein.			
9	4.2 Defendants knowingly concealed from the Plaintiff that the Property was			
10	failing and defective.			
11	4.3 The Plaintiff did not know the true status of the Property because the			
12	Defendants made false material representations concerning the condition of the home and			
13	concealed and suppressed the information of which they had actual knowledge concerning the			
14	true status of the home leading Plaintiff to believe the home functioned properly, and the true			
15	status of the home was not readily observable upon a reasonable inspection.			
16	4.4 The facts regarding the Defendants representations and disclosures that the			
17	home did not require repair and contained no material defects were material, in that a			
18	residential property defects as given herein are essential to health, sanitation, and life safety,			
19	and based on the representations and disclosures of Defendants which informed Plaintiff's			
20	decision to purchase the Property, Plaintiff believed the home functioned properly and was in			
21	good working order.			
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1	4.5 As a direct and proximate result of Defendants' conduct alleged above,			
2	Plaintiff has been damaged in an amount to be proven at trial, and Plaintiff is entitled to			
3	recover such amount, together with costs, and prejudgment interest at the judgment rate.			
4				
5	Breach of Fiduciary Duty			
6	5.1 Plaintiff incorporates and realleges paragraphs 1.1 through 4.5 above as			
7	though fully set forth herein.			
8	5.2 By reason of their conduct alleged above, the Defendants together with			
9	Windermere Renton, have breached one or more fiduciary duties owed to Plaintiff.			
10	5.3 As a direct and proximate result of the conduct of Defendants James and			
11	Tyra Wong, Windermere Renton, Lisa Lam and Marcie Maxwell, Plaintiff has been damaged			
12	in an amount to be proven at trial, and Plaintiff is entitled to recover such amount, together			
13	with costs, and prejudgment interest at the judgment rate.			
14	Negligent Misrepresentation			
15	6.1 Plaintiff incorporates and realleges paragraphs 1.1 through 5.3 above as			
16	though fully set forth herein.			
17	6.2 The conduct of the Defendants alleged above constitutes negligent			
18	concealment from Plaintiff of the true condition of the Property that the home was failing and			
19	in need of extensive repair.			
20	6.3 Defendants represented the home was in compliance with applicable laws,			
21	including building codes and was free from defective materials and all additions, changes and			
22	construction done to the home was constructed in a workmanlike manner.			
23	6.4 Defendants' representations were relied upon by the Plaintiff to her detriment.			

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6.5 1 Windermere Renton had the power to control Lam's offers or sales of homes to 2 the public and Maxwell was the branch broker/manager, charged with monitoring and managing the activities of the agents and brokers affiliated with such branch, including Lam. 3 4 In connection with the sale of the home to the Plaintiff, Lam misrepresented material facts to the Plaintiff and/or her agent and/or omitted to state material facts necessary to make Wong's 5 representations and/or other material representations, in light of the circumstances under 6 7 which they were made and not misleading. 66 As a direct and proximate result of the conduct of the Defendants, Plaintiff has 8 been damaged in an amount to be proven at trial, and Plaintiff is entitled to recover such 9 amount, together with costs, and prejudgment interest at the judgment rate. 10 11 Breach of Contract 7.1 12 Plaintiff incorporates and realleges paragraphs 1.1 through 6.6 above as though fully set forth herein. 13 7.2 By reason of the conduct alleged above, Defendants Wong breached the 14 15 Purchase and Sale Agreement for the Property along with the Disclosures and Addendums. 7.3 By reason of the conduct alleged above, Defendants Wong breached the 16

closing agreement and escrow instructions for the sale of the Property.

7.4 As a direct and proximate result of Defendant Wongs' conduct alleged above, Plaintiff has been damaged in an amount to be proven at trial, and Plaintiff is entitled to recover such amount, together with costs, and prejudgment interest at the judgment rate.

7.5 Defendants had a duty to act reasonably in connection with Plaintiff. They breached that duty. The breaches were a proximate cause of the Plaintiff's damages.

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1	7.6 As a direct and proximate result of Defendants' breaches, Plaintiff has been				
2	damaged in an amount that is within the jurisdiction of the court.				
3	7.7 Defendant and the documents related to the Purchase and Sale				
4	Agreement as given above, or made a part thereof, include an implied duty to act in good				
5	faith.				
6	Consumer Protection Act Violation				
7	8.1 Plaintiff incorporates and realleges paragraphs 1. 1 through 7.7 above as				
8	though fully set forth herein.				
9	8.2 The conduct of all Defendants alleged above constitutes unfair or deceptive				
10	acts or practices in the conduct of trade or commerce within the meaning of RCW Chapter				
11	19.86.				
12	8.3 The conduct of all Defendants alleged above adversely affects the public				
13	interest.				
14	8.4 As Agent on behalf of the seller, Defendant Windermere Renton and				
15	Defendants Lisa Lam and Marcie Maxwell had a duty to disclose all material facts to				
16	Plaintiff, had a duty to exercise reasonable care and skill, including to dealing honestly and in				
17	good faith with Plaintiff pertaining to her purchase of the home as described above.				
18	8.5 As Broker, Defendant Lisa Lam and Marcie Maxwell had a duty to disclose all				
19	existing material facts known and not readily apparent or ascertainable.				
20	8.6 The Defendants impliedly assurances that the home and common elements				
21	were habitable; free from defects and damage adversely impacting the useful safe life of the				
22	home.				
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1	8.7 As a di	rect and proximate result of the conduct of all Defendants alleged				
2	above, Plaintiff has been injured in an amount to be proven at trial.					
3	damages and interest thereon at the judgment rate.					
4	VI. PRAYER FOR JUDGMENT					
5	WHEREFORE,	WHEREFORE, Plaintiff prays for judgment as follows:				
6		ages for fraud in an amount as may be proven at trial. hages for fraudulent concealment in an amount as may be proven at				
7	trial.					
8	amount	amount as may be proven at trial. For damages for negligent misrepresentation in an amount as may be proven at				
9	trial.					
10	6. For dam	For damages in amounts as may be proven at trial, pursuant to RCW 19.86 through 090.				
11	7. For prej	For prejudgment interest on any award of damages at the lawful rate. For Plaintiffs' costs of suit incurred herein, including reasonable attorney fees.				
12		Order amending the pleadings to conform to the evidence as may be ed at trial.				
13	10. For such premise	n other and further relief as the court deems just and equitable in the s.				
14	11. For trial	by jury.				
15	DATED this 24	th dayof July, 2015.				
16		DICKSON LAW GROUP PS				
17		Thomas Aider				
18		THOMAS L. DICKSON, WSBA No. 11802				
19		DANIEL FROHLICH, WSBA No. 31437 Attorneys for Plaintiff				
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