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KING COUNTY
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CASE NUMBER: 13-2-24916-2 SEA

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

LEONARDI LANDSCAPING, INC., a)	
Washington corporation,)	NO.
)	
Plaintiff,)	SUMMONS
)	
vs.)	
)	
HIGHMARK HOMES, L.L.C., a Washington)	
limited liability company; and)	
CONTRACTOR'S ASSIGNMENT OF)	
SAVINGS ACCOUNT NO. 7000548946,)	
)	
Defendants.)	

TO THE DEFENDANTS HIGHMARK HOMES, L.L.C. and CONTRACTOR'S ASSIGNMENT OF SAVINGS ACCOUNT NO. 7000548946:

A lawsuit has been started against you in the above-entitled court by, LEONARDI LANDSCAPING, INC., Plaintiff. 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 undersigned attorneys for the plaintiff within 20 days after the service of this summons, excluding the day of service, or within 60 days after the service of this summons, excluding the day of service, if you are served outside the State of Washington, or a default judgment may be entered against you without notice. A default judgment is one where the plaintiff may be entitled to what is asked for because you have not responded. If you serve a notice of appearance on the undersigned attorneys, you are entitled to notice before a default judgment may be entered.

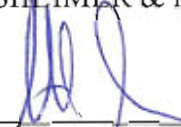
1 You may demand that the plaintiff file this lawsuit with the court. If you do so your
2 demand must be in writing and must be served upon the plaintiff. Within fourteen (14) days after
3 you serve your demand, the plaintiff must file this lawsuit with the court, or the service on you of
4 this Summons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

5 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
6 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 the
8 State of Washington.

9 DATED this 2 day of July, 2013.

10 SINSHEIMER & MELTZER, INC., P.S.

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12 _____
13 Stuart J. Sinsheimer, WSBA No. 17315
14 Attorney for Plaintiff
15 P.O. Box 13367
16 Des Moines, WA 98198-1006

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SINSHEIMER & MELTZER, INC. P.S.
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IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

LEONARDI LANDSCAPING, INC., a)
Washington corporation,) NO.
)
Plaintiff,) COMPLAINT FOR MONEY DUE AND
) TO ENFORCE CLAIM AGAINST
vs.) CONTRACTOR'S ASSIGNMENT OF
) SAVINGS ACCOUNT
HIGHMARK HOMES, L.L.C., a Washington)
limited liability company; and)
CONTRACTOR'S ASSIGNMENT OF)
SAVINGS ACCOUNT NO. 7000548946,)
Defendants.)

COMES NOW Plaintiff Leonardi Landscaping, Inc., by and through its attorney of record,
Stuart J. Sinsheimer, and alleges as follows:

I. Parties

1.1 Plaintiff is a Washington corporation duly licensed as a contractor with all
corporate, license, and contractor registration fees due the State of Washington paid in full.

1.2 Defendant Highmark Homes, L.L.C. is a Washington limited liability company and
was at all times pertinent hereto a registered contractor, and had in force Contractor's Assignment
of Savings Account No. 7000548946, which is the surety in compliance with RCW 18.27.040.

1.3 The effective dates of said Contractor's Assignment of Savings Account are
December 23, 2010 until cancelled.

1 1.4 Defendant Highmark Homes, L.L.C.'s principal place of business located in King
2 County, Washington, within the jurisdictional boundaries of this court. Venue is proper.

3 II. Basis of Claim

4 2.1 Between January, 2013 and March 25, 2013, pursuant to an agreement with
5 Defendant Highmark Homes, L.L.C., Plaintiff commenced furnishing materials, labor and services
6 for the improvement of various real properties. Plaintiff's date of completion was on or about
7 March 25, 2013.

8 2.2 Pursuant to the agreement, and according to all of the terms and conditions thereof,
9 Plaintiff has duly performed all of the obligations required. Defendant Highmark Homes, L.L.C.
10 made partial payment, but despite demands, has failed to pay the full invoiced amounts for all of
11 the labor and materials provided.

12 2.3 Plaintiff is entitled to judgment in the amount of \$3,676.38, together with interest to
13 accruing at the rate of 12% per annum until paid, plus Plaintiff's attorney fees, costs and
14 disbursements herein, pursuant to RCW 4.84.250.

15 III. Claim For Quantum Meruit

16 3.1 Within the year last past, Plaintiff was hired by Defendant Highmark Homes,
17 L.L.C. to furnish materials and labor for the improvement of various properties. Plaintiff's date of
18 completion was on or about March 25, 2013.

19 3.2 Plaintiff fully performed its work of improvement and furnished all labor and
20 materials as requested by Defendant. Defendant has failed to pay for the value of the labor and
21 material provided to the properties.

22 3.3 Plaintiff is entitled to be compensated for the labor and materials provided to the
23 various properties in the amount of \$3,676.38. Plaintiff has a claim under the doctrine of *quantum*
24 *meruit* in order to prevent Defendant from being unjustly enriched at the expense of Plaintiff.

25 3.4 Plaintiff is entitled to judgment in the amount of \$3,676.38, together with interest
26 accruing at the rate of 12% per annum until paid, plus Plaintiff's attorney fees, costs and
27 disbursements herein, pursuant to RCW 4.84.250

28 IV. Relief Sought

29 WHEREFORE, Plaintiff respectfully prays for judgment as follows:

1 4.1 Judgment against Defendant Highmark Homes, L.L.C. in the principal amount of
2 \$3,676.38;

3 4.2 Interest accruing from March 25, 2013 until paid at the rate of 12% per annum;

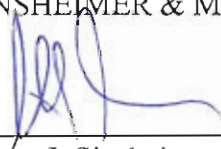
4 4.3 Plaintiff's costs and attorney fees in an amount not less than \$1,750.00 in the event
5 of default and additional amounts in the event of a contest;

6 4.4 For an order directing payment from the Contractor's Assignment of Savings
7 Account to the extent of the amount remaining in said Account;

8 4.5 Such other and further relief as the court deems just.

9 DATED this 2 day of July, 2013.

10 SINSHEIMER & MELTZER, INC., P.S.

11 
12 _____
13 Stuart J. Sinsheimer, WSBA No. 17315
14 Attorney for Plaintiff