

FILED

15 JUN 09 AM 10:43

Judge Douglass North
KING COUNTY

SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 15-2-01977-5 SEA

1
2
3
4
5
6
7 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**

8 **IN AND FOR THE COUNTY OF KING**

9 SOLTERRA CITIES, LLC, a Washington
10 company,

11 Plaintiff,

12 v.

13 DUSTIN VAN WYCK, an individual, IAN
14 PORTER, an individual, and WINDERMERE
REAL ESTATE/CAPITOL HILL, INC., a
Washington corporation,

15 Defendants.
16

NO. 15-2-01977-5 SEA

DEFENDANTS' ANSWER AND
AFFIRMATIVE DEFENSES TO
PLAINTIFF'S COMPLAINT

17 COME NOW Defendants by and through their attorneys, Lars Neste and Jennifer
18 Johnson of Demco Law Firm P.S., and answers the Plaintiff's Complaint. Paragraph numbers
19 correspond to those of the Complaint. "Insufficient knowledge" is an abbreviation for
20 "responding Defendants have insufficient knowledge and information upon which to form an
21 answer and therefore deny."

22 **I. ANSWER**

23 1.1 Admit.

24 1.2 Admit first sentence. Deny that Dustin Van Wyck was at all material times
25 "acting in the course and scope of his employment with Windermere Real
26 Estate/Capitol Hill".

- 1 1.3 Admit first sentence. Deny that Ian Porter was at all material times “acting in the
2 course and scope of his employment with Windermere Real Estate/Capitol Hill”.
- 3 1.4 Admit.
- 4 2.1 Insufficient Knowledge.
- 5 3.1 Admit.
- 6 3.2 Deny.
- 7 3.3 Admit first and second sentences. Deny all remaining allegations.
- 8 3.4 Deny first sentence to the extent it implies there was an enforceable contract
9 between the parties. Admit second sentence.
- 10 3.5 Insufficient Knowledge.
- 11 3.6 Deny that Defendants Van Wyck and Porter were “advising” ID Investments,
12 LLC to sell the Property to another buyer. Admit ID Investments, LLC decided to sell to
13 another buyer, but specifically deny that the “stated reason was that the other buyer had
14 higher potential to provide defendants with future business than could be expected from
15 the plaintiff.”
- 16 3.7 Admit.
- 17 4.1 Deny all allegations.
- 18 4.2 Deny all allegations.
- 19 4.3 Deny.
- 20 5.1 Deny all allegations.
- 21 5.2 Deny all allegations.
- 22 5.3 Deny.
- 23 6.1 Deny.
- 24 6.2 Deny.
- 25 6.3 Deny.
- 26 6.4 Deny.

1 7.1 Insufficient Knowledge.
2 7.2 Admit.
3 7.3 Insufficient Knowledge.
4 7.4 Deny.
5 7.5 Deny all allegations.
6 7.6 Deny.
7 7.7 Deny.
8 8.1 Insufficient Knowledge.
9 8.2 Admit.
10 8.3 Deny all allegations.
11 8.4 Deny all allegations.
12 8.5 Deny.
13 8.6 Deny.
14 9.1 Deny all allegations.
15 9.2 Deny.
16 9.3 Deny.
17 9.4 Deny.
18 9.5 Deny.
19 9.6 Deny.
20 10.1 Deny.
21 a. Deny.
22 b. Deny.
23 c. Deny.
24 //
25 //
26

1 The remainder of Plaintiff's Complaint constitutes a prayer for relief to which no
2 response is required. To the extent that a response is required, Defendants deny that the Plaintiff
3 is entitled to any of the relief requested.

4 II. AFFIRMATIVE DEFENSES

5 1. Plaintiff's claims are barred because it failed to state a claim upon which relief
6 may be granted;

7 2. Plaintiff's claims are barred because it is well-settled in Washington that real
8 estate brokers and agents do not generally have the authority to contract on behalf of a principal.
9 *Larson v. Bear*, 38 Wash.2d 485, 489-90, 230 P.2d 610 (1951); *Lee v. Estabrook*, 28 Wash. 2d
10 102, 108, 181 P.2d 830 (1947); *Samson v. Beale*, 27 Wash. 557, 567, 68 P. 180 (1902); *Sound*
11 *Built Homes, Inc. v. Windermere Real Estate/South Inc.*, 118 Wn.App. 617, 625-26, 72 P.3d 788
12 (2003).

13 3. Neither Defendant Van Wyck nor Defendant Porter made any false representation
14 to Plaintiff concerning the Property;

15 4. Plaintiff did not justifiably rely on any alleged misrepresentation by Defendants
16 Van Wyck or Porter;

17 5. Plaintiff did not have a valid business expectancy with ID Investments, LLC;

18 6. Waiver, laches, estoppel or unclean hands;

19 7. Plaintiff's damages, if any, were caused in whole or in part by its own
20 comparative fault and/or its failure to mitigate damages;

21 8. Plaintiff's claims are barred by its own contributory negligence; and

22 9. Plaintiff's claims are barred by RCW 18.86.030

23 III. PRAYER FOR RELIEF

24 1. Plaintiff's claims be dismissed with prejudice;

25 2. An award of attorney's fees and costs pursuant to contract, statute or in equity;

26 and

1 3. Such other relief as the court deems equitable and just.
2

3 **VI. RESERVATION OF RIGHTS**

4 Defendants expressly reserve their right to plead further answer, affirmative defenses,
5 counterclaims, cross-claims and/or third-party claims, as investigation and discovery may
6 warrant.
7

8
9 DATED this 9th day of June, 2015.
10

11 DEMCO LAW FIRM, P.S.

12 By 

13 Lars E. Neste, WSBA #28781

14 Jennifer L. Johnson, WSBA #45588

15 Attorneys for Windermere Real

16 Estate/Capitol Hill, Inc., Dustin Van Wyck
17 and Ian Porter
18
19
20
21
22
23
24
25
26