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**KING COUNTY SUPERIOR COURT OF WASHINGTON**

HARTLEY McGRATH,

Plaintiff,

v.

VESTUS LLC; WINDERMERE REAL  
ESTATE/EAST, INC., and CHRISTOPHER  
HALL and JANE DOE HALL and the  
Marital Community of CHRISTOPHER  
AND JANE DOE HALL,

Defendants.

**NO.**

**COMPLAINT**

Plaintiff Hartley McGrath, by way of Complaint, alleges

1. Hartley McGrath at all times material is a resident of Seattle, King County, Washington.

2. Defendant Vestus, LLC ("Vestus") is a Washington limited liability corporation doing business in King County Washington. Vestus, LLC is also a trade name for Defendant Windermere Real Estate/East, Inc.

3. Defendant Windermere Real Estate/East, Inc. ("Windermere") is a Washington corporation doing business in King County Washington. Vestus LLC is a trade name for Windermere.

4. Christopher Hall ("Hall") and Jane Doe Hall and the marital community of Christopher and Jane Doe Hall are residents of King County Washington. The acts of Christopher

1 Hall concerning the subjects of this Complaint were for the benefit of the marital community.

2 5. Vestus, Windermere, and Hall (“Defendants”) acted in concert and the separate acts  
3 of each complained of herein were acts for the benefit of all.  
4

5 6. The acts of Defendants complained of herein occurred in King County Washington  
6 making jurisdiction proper in King County.

7 7. Defendants provide real estate brokerage services as defined by RCW 18.85.011,  
8 by counseling, consulting, and advising buyers and acting for buyers in connection with real estate  
9 transactions.  
10

11 8. Windermere and Hall are real estate licensees as defined by RCW 18.85.011.  
12 Vestus holds itself out as a licensee.

13 9. The Defendants hold themselves out as experts in the purchase of foreclosing real  
14 property. Defendants provide training and information on purchasing foreclosing property, and  
15 facilitate the financing and acquisition of foreclosing properties.  
16

17 10. Vestus advertises that it gathers “real time market data” on foreclosing properties,  
18 “mines” the data, physically drives to the properties in order to ensure the accurate analysis of each  
19 property, and rigorously and carefully analyses the information it has collected.

20 11. Vestus promises to make all the information it has compiled available to its Client.

21 12. Vestus requires persons who utilize Defendants’ services to execute a  
22 Compensation/Confidentiality Client Agreement (“Client Agreement”). The Client Agreement  
23 provides for a payment of a commission to Vestus for its services.  
24

25 13. Hartley McGrath executed the Client Agreement on March 22, 2011 relying upon  
26 Vestus’ advertised expertise and diligence, and upon its promise to provide her with accurate and  
27 complete information.  
28

1  
2 14. On the evening of April 7, 2011, Hartley McGrath met with Christopher Hall to  
3 discuss properties scheduled for foreclosure auction the next day. Hall provided McGrath  
4 information and recommendations on properties. Based upon Hall's recommendations, McGrath  
5 selected four properties for bidding.  
6

7 15. On the morning of April 8, 2011, Hall bid on the properties selected by McGrath.  
8 His bid on the Property was the successful bid.  
9

10 16. McGrath discovered after the purchase that the foundation of the building on the  
11 Property was cracked and settling.

12 17. Evidence of foundation movement was observable from public property outside the  
13 Property. A reasonably competent observer driving by the property for Vestus would have seen  
14 the settling issues.  
15

16 18. Information readily available to real estate professionals, but not to the public,  
17 included agents' remarks that the foundation of the Property had settling issues.

18 19. The Defendants did not disclose the settling problems to McGrath.

19 20. But for Defendants' failure to disclose settling issues, McGrath would not have  
20 purchased the Property.  
21

22 21. McGrath was compelled to repair the foundation problems at great expense.

23 22. The actions of Defendants violate the Client Agreement between Vestus and  
24 McGrath.

25 23. The actions of Defendants violate the laws intended to protect parties in real estate  
26 transaction, including Chapters 18.85 and 18.86 RCW.  
27

28 24. The actions of Defendants constitute either negligent or fraudulent

1 misrepresentation.


2 25. The actions of Defendants violate the Consumer Protection Act, Chapter 19.86  
3 RCW.  
4

5 Wherefore Hartley McGrath prays for the following relief against Defendants:

- 6 1. For an award of all damages caused by Defendants' failures;
  - 7 2. For her attorneys fees and expenses;
  - 8 3. For increased damages as provided in RCW 19.86.090; and
  - 9 4. For such further relief as law and equity warrant.
- 10

11 DATED: March 12, 2012

12 **REAUGH OETTINGER & LUPPERT, P.S.**

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16 By: Sylvia Luppert, WSBA 14802  
Attorneys for Hartley McGrath