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Judge John P. Erlick
Hearing Date: March 6, 2010 (without oral argument)

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

ALEX RAHIN, an individual,

Plaintiff,

vs.

STERLING SAVINGS BANK, a bank
organized under the laws of Washington;
WINDERMERE REAL ESTATE /
BELLEVUE COMMONS, INC., a
Washington corporation; SIKORRA &
LANGLOIS CONSTRUCTION, INC., a
Washington corporation

Defendants.

No. 11-2-35973-5 SEA

**STIPULATED MOTION TO
AMEND COMPLAINT**

1. Relief Requested. Plaintiff hereby moves to amend the Complaint to name "REGALL CONSTRUCTION, LLC" as a party to the suit.

2. Statement of Facts. Plaintiff seeks to name REGALL CONSTRUCTION, LLC as a party to the lawsuit. See subjoined Declaration attached hereto.

3. Statement of Issues.

Whether the Court should permit an amendment of the Complaint.

Answer: YES

LASHER
HOLZAPFEL
SPERRY &
EBBERSON

ATTORNEYS AT LAW
2600 TWO UNION SQUARE
601 UNION STREET
SEATTLE WA 98101-4000
TELEPHONE 206 824-1230
Fax 206 340-2560

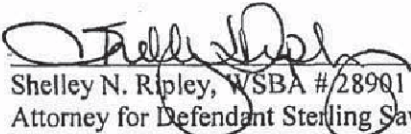
1 4. Evidence Relied Upon. See subjoined Declaration.

2 5. Authority. CR 15.

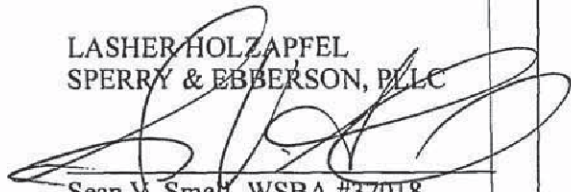
3 6. Proposed Order. Submitted herewith.

4
5 DATED this 23rd day of ~~January~~ Feb. 2012.

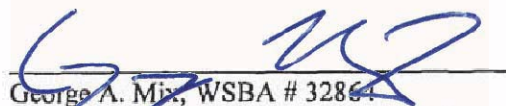
7 WITHERSPOON KELLEY
8 DAVENPORT & TOOLE PS

9 
10 Shelley N. Ripley, WSBA #28901
11 Attorney for Defendant Sterling Savings Bank

LASHER HOLZAPFEL
SPERRY & EBBERSON, PLLC


Sean W. Small, WSBA #37018
Attorneys for Plaintiff

13 MIX LAW FIRM, PLLC

14 
15 George A. Mix, WSBA # 32864
16 Attorney for Windermere Real Estate /
17 Bellevue Commons, Inc.

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Declaration of Sean V. Small

I, Sean V. Small, do hereby declare:

- 1. I am an attorney representing Plaintiff ALEX RAHIN in the above entitled action.
- 2. On October 17, 2011, I caused the Summons and Complaint in this matter to be filed with the Court.
- 3. It was brought to my attention shortly after filing the lawsuit that defendant REGALL CONSTRUCTION, LLC was the construction company that performed work at the property formerly owned by Plaintiff located at 1842 Lenore Drive, Tacoma, WA 98406 ("Residence").
- 4. Attached as Exhibit A is the proposed Amended Complaint.

I hereby declare under penalty of perjury under the Laws of the State of Washington that the foregoing is true and correct.

DATED: 01-10-2012


Sean V. Small, WSBA No. 37018

**LASHER
HOLZAPFEL
SPERRY &
EBBERSON**

ATTORNEYS AT LAW
2600 TWO UNION SQUARE
601 UNION STREET
SEATTLE WA 98101-4000
TELEPHONE 206 624-1230
FAX 206 340-2563

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

ALEX RAHIN, an individual,

Plaintiff,

vs.

STERLING SAVINGS BANK, a bank
organized under the laws of Washington;
WINDERMERE REAL ESTATE /
BELLEVUE COMMONS, INC., a
Washington corporation; SIKORRA &
LANGLOIS CONSTRUCTION, INC., a
Washington corporation; REGALL
CONSTRUCTION, LLC a Washington
Limited Liability Corporation,

Defendants.

NO. 11-2-35973-5 SEA

FIRST AMENDED COMPLAINT

COMES NOW Plaintiff Alex Rahin and asserts the following causes of action against the
named Defendants:

I. PARTIES

1.1 Alex Rahin. Plaintiff Alex Rahin ("PLAINTIFF") is an individual residing in Pierce
County, Washington.

1.2 Sterling Savings Bank. Defendant Sterling Savings Bank ("STERLING") is, upon
information and belief, a bank organized under the laws of Washington.

LASHER
HOLZAPFEL
SPERRY &
EBBERSON

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SEATTLE WA 98101-4000
TELEPHONE 206 624-1230
Fax 206 340-2563

1 1.3 Windermere Real Estate / Bellevue Commons, Inc. Defendant Windermere Real
2 Estate / Bellevue Commons, Inc. (“WINDERMERE”) is, upon information and belief, a
3 Washington corporation.

4 1.4 Sikorra & Langlois Construction, Inc. Defendant Sikorra & Langlois Construction,
5 Inc. (“SIKORRA”) is, upon information and belief, a Washington corporation.

6 1.5 Regall Construction, LLC Defendant Regall Construction, LLC (“REGALL”) is,
7 upon information and belief, a Washington Limited Liability Corporation.

8 **II. JURISDICTION AND VENUE**

9 2.1 Original jurisdiction is vested in the Superior Court for the State of Washington
10 pursuant to RCW 2.08.010.

11 2.2 The Superior Court has jurisdiction over the subject matter of and the parties to this
12 action.

13 2.3 Venue is appropriate in King County Superior Court pursuant to RCW 4.12.025.

14 **III. FACTS**

15 3.1 PLAINTIFF realleges paragraphs 1.1 through 2.3 as if fully set forth herein.

16 3.2 PLAINTIFF was the former owner of the property located at 1842 Lenore Drive,
17 Tacoma, WA 98406 (“Residence”).

18 3.3 On July 15, 2011, a Trustee Sale for the Residence was held and Defendant
19 STERLING acquired the Residence.

20 3.4 On July 18, 2011, Tony Ferrelli, representative of defendant WINDERMERE,
21 contacted PLAINTIFF about the sale of the Residence and confirmed that PLAINTIFF was still
22 residing in the Residence with his pregnant wife and three-year old son. On that same day, Mr.
23 Ferrelli sent an email communication to PLAINTIFF that included the RCW 61.24.060 Notice.

24 3.5 Later that day on July 18, 2011, PLAINTIFF responded to Mr. Ferrelli’s email, and
25 stated that he would not be able to move out by August 6, 2011 (19 days following the RCW
26 61.24.060 Notice) because of his pregnant wife, job commitments, and financial inability to do so.

1 3.6 On July 19, 2011, Julie Sherwood, representative of STERLING, responded to
2 PLAINTIFF's email. Ms. Sherwood indicated that she would be willing to provide PLAINTIFF
3 additional time to vacate the Residence. However, Ms. Sherwood also indicated that, if necessary,
4 STERLING would take steps to evict PLAINTIFF if he did not vacate in a timely manner.

5 3.7 No further communications occurred between the parties, and on August 7, 2011
6 PLAINTIFF and his family began moving their personal property from the Residence to their new
7 apartment. However, the majority of PLAINTIFF's personal property remained in the Residence.

8 3.8 On August 9, 2011, PLAINTIFF returned to the Residence to discover a notice
9 posted on the door that confirmed that (1) STERLING took possession of the Residence; (2)
10 STERLING changed the locks of the Residence; and (3) PLAINTIFF's personal property was still
11 in the Residence. PLAINTIFF was shocked and could not believe that he had been locked out of
12 the Residence and had no ability to gain access to his personal property.

13 3.9 PLAINTIFF never gave STERLING or WINDERMERE any notice that he intended
14 to vacate the Residence and was unaware that STERLING and WINDERMERE intended to
15 forcibly evict him. The notice provided the contact information for Mr. Ferrelli so that PLAINTIFF
16 could retrieve his personal property.

17 3.10 On August 12, 2011, PLAINTIFF made arrangements with Mr. Crane,
18 representative of WINDERMERE, to meet at the Residence the next day, August 13, 2011, so that
19 PLAINTIFF could have access to his personal property.

20 3.11 When PLAINTIFF returned to the Residence on August 13, 2011, he discovered that
21 a significant amount of his personal property had been moved from the home to the detached
22 garage. PLAINTIFF also discovered that workers from REGALL were at the Residence
23 performing numerous construction services. PLAINTIFF did not authorize the movement of the
24 personal property nor did he hire REGALL or any other company to perform construction services.
25 With Mr. Crane present, PLAINTIFF took pictures of his personal property in the garage and
26 arranged to return to the Residence on August 20, 2011 with a moving truck to remove his personal
property.

1 3.12 When PLAINTIFF met with Mr. Crane on August 20, 2011 at the Residence, he
2 discovered that some of his personal property was missing. Oddly, there were no signs of a forced
3 entry into the garage. Mr. Crane contacted Mr. Farrelli to inform him about the missing personal
4 property, and Mr. Farrelli's response was "Not my problem."

5 3.13 PLAINTIFF discussed the missing personal property with Dustin Dixon,
6 representative of REGALL, about the missing personal property. Mr. Dixon immediately recalled
7 instructing his employees to move PLAINTIFF's personal property. Mr. Dixon told PLAINTIFF
8 that he would inquire whether any of his workers "accidentally" walked off with PLAINTIFF's
9 personal property; however, Mr. Dixon was not able to provide any assistance concerning the
10 whereabouts of PLAINTIFF's missing personal property.

11 **IV. FIRST CAUSE OF ACTION:**
UNLAWFUL REMOVAL AND EXCLUSION OF PLAINTIFF FROM THE RESIDENCE

12 4.1 PLAINTIFF realleges paragraphs 1.1 through 3.13 as if fully set forth herein.

13 4.2 STERLING and/or WINDERMERE, as an agent of STERLING, failed to comply
14 with the statutory requirements set forth in RCW 61.24.060(1) and Chapter 59.12 RCW, and
15 unlawfully removed and excluded PLAINTIFF from the Residence.

16 4.3 Pursuant to RCW 59.18.290(1), PLAINTIFF is entitled to all damages sustained as a
17 result of the unlawful removal and exclusion, together with interest thereon as allowed by law,
18 PLAINTIFF's reasonable attorney fees and costs of this action, and such other relief as the Court
19 finds just and proper.

20 4.4 STERLING and WINDERMERE are jointly and severally liable for the damages
21 caused to PLAINTIFF.

22 **V. SECOND CAUSE OF ACTION:**
NEGLIGENCE

23 5.1 PLAINTIFF realleges paragraphs 1.1 through 4.4 as if fully set forth herein.

24 5.2 STERLING, WINDERMERE, and REGALL had a duty to use reasonable care to
25 store and protect PLAINTIFF's personal property.
26

1 5.3 STERLING, WINDERMERE, and REGALL breached that duty when they
2 negligently stored PLAINTIFF's personal property.

3 5.4 PLAINTIFF has been damaged as a result of STERLING, WINDERMERE, and
4 REGALL's negligence in an amount to be proven at trial, but not less than the value of the personal
5 property he lost.

6 5.5 STERLING, WINDERMERE, and REGALL are jointly and severally liable for the
7 damages caused to PLAINTIFF.

8 **VI. THIRD CAUSE OF ACTION:
9 BREACH OF THE STATUTORY DUTY**

10 6.1 PLAINTIFF realleges paragraphs 1.1 through 5.5 as if fully set forth herein.

11 6.2 STERLING and/or WINDERMERE's, as an agent of STERLING, unlawful removal
12 and exclusion of PLAINTIFF from the Residence, created a statutory and equitable duty to use
13 reasonable care to store PLAINTIFF's personal property.

14 6.3 STERLING and/or WINDERMERE breached their duty when they did not use
15 reasonable care to store PLAINTIFF's personal property.

16 6.4 STERLING and WINDERMERE are jointly and severally liable for the damages
17 caused to PLAINTIFF.

18 6.5 PLAINTIFF has been damaged in an amount to be proven at trial, but not less than
19 the value of the personal property he lost, together with interest thereon as allowed by law,
20 PLAINTIFF's reasonable attorney fees and costs of this action, and such other relief as the Court
21 finds just and proper.

22 **VII. FOURTH CAUSE OF ACTION:
23 CONVERSION**

24 7.1 PLAINTIFF realleges paragraphs 1.1 through 6.5 as if fully set forth herein.

25 7.2 STERLING, WINDERMERE, and REGALL willfully interfered with PLAINTIFF's
26 personal property.

 7.3 STERLING, WINDERMERE, and REGALL acted without lawful justification.

 7.4 PLAINTIFF is entitled to possession of his personal property.

1 7.5 STERLING, WINDERMERE, and REGALL have refused to return PLAINTIFF's
2 missing personal property, and as a result, PLAINTIFF has been deprived of such possession.

3 7.6 PLAINTIFF has been damaged in an amount to be proven at trial, but not less than
4 the value of the converted personal property at the time of the taking.

5 7.7 STERLING, WINDERMERE, and REGALL are jointly and severally liable for the
6 damages caused to PLAINTIFF.

7 **VIII. FIFTH CAUSE OF ACTION:
8 VIOLATION OF THE CONSUMER PROTECTION ACT**

9 8.1 PLAINTIFF realleges paragraphs 1.1 through 7.7 as if fully set forth herein.

10 8.2 STERLING and/or WINDERMERE's unlawful acts constitute unfair and deceptive
11 acts or practices in the conduct of a trade or business in violation of RCW 19.86 *et seq.*

12 8.3 STERLING and/or WINDERMERE's acts or practices affected or had the potential
13 to affect the public, and the PLAINTIFF was damaged thereby.

14 8.4 PLAINTIFF has been injured as a direct and proximate result of STERLING and/or
15 WINDERMERE's violations of the Consumer Protection Act, in an amount to be proven at the time
16 of trial, together with interest thereon as allowed by law, PLAINTIFF's reasonable attorney fees and
17 costs of this action, and such other relief as the Court finds just and proper.

18 **IX. PRAAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFF prays as follows:

20 1. For an Order awarding PLAINTIFF judgment against STERLING and
21 WINDERMERE, jointly and severally, for all damages caused by their unlawful removal and
22 exclusion of PLAINTIFF from the Residence;

23 2. For an Order awarding PLAINTIFF judgment against STERLING, WINDERMERE,
24 and REGALL, jointly and severally, for all damages caused by their negligence;

25 3. For an Order awarding PLAINTIFF judgment against STERLING, WINDERMERE,
26 and REGALL in an amount to be proven at trial, but not less than the value of the converted
personal property at the time of the taking;

1 4. For judgment against STERLING and/or WINDERMERE for violation of
2 Washington's Consumer Protection Act, in an amount to be proven at trial, together with an award
3 of treble damages, interest, and PLAINTIFF's reasonable attorneys' fees, costs and expenses
4 pursuant to statute;

5 5. For an award of PLAINTIFF's reasonable attorney fees and expenses incurred in this
6 action;

7 6. For liquidated prejudgment interest on all amounts claimed; and

8 7. For such other and further relief as the Court deems appropriate under the
9 circumstances of this case.

10 DATED this 10 day of January, 2012.

11
12 LASHER HOLZAPFEL
13 SPERRY & EBBERSON, P.L.L.C.

14 By 

15 Sean V. Small, WSBA No. 37018
16 Attorneys for Plaintiff
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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING**

ALEX RAHIN, an individual,

Plaintiff,

No. 11-2-35973-5 SEA

PROPOSED

vs.

**AGREED ORDER AMENDING
COMPLAINT**

STERLING SAVINGS BANK, a bank
organized under the laws of Washington;
WINDERMERE REAL ESTATE /
BELLEVUE COMMONS, INC., a
Washington corporation; SIKORRA &
LANGLOIS CONSTRUCTION, INC., a
Washington corporation

[Clerk's Action Required]

Defendants.

THIS MATTER, having come before the Court upon a Stipulated Motion seeking an Order
amending the Complaint in the above-captioned matter; it is now therefore

ORDERED, ADJUDGED AND DECREED that the Stipulated Motion to Amend the
Complaint is **Granted**. Plaintiff may immediately file his First Amended Complaint.

DATED this ____ day of January, 2012.

JUDGE/COURT COMMISSIONER

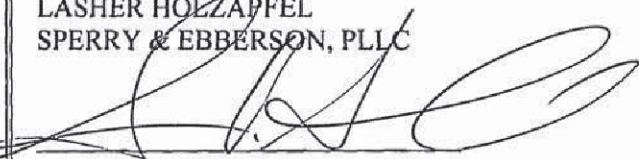
**LASHER
HOLZAPFEL
SPERRY &
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ATTORNEYS AT LAW
2600 TWO UNION SQUARE
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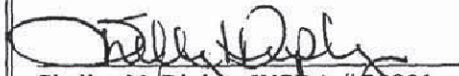
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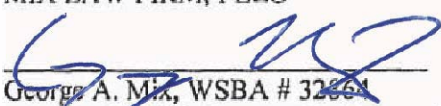
Presented by:

LASHER HOLZAPFEL
SPERRY & EBBERSON, PLLC


Sean V. Small, WSBA No. 37018
Attorneys for Plaintiff

WITHERSPOON KELLEY
DAVENPORT & TOOLE PS


Shelley N. Ripley, WSBA #28901
Attorney for Defendant Sterling Savings Bank

MIX LAW FIRM, PLLC

George A. Mix, WSBA # 32664
Attorney for Windermere Real Estate /
Bellevue Commons, Inc.

LASHER
HOLZAPFEL
SPERRY &
EBBERSON

ATTORNEYS AT LAW
2600 TWO UNION SQUARE
601 UNION STREET
SEATTLE WA 98101-4000
TELEPHONE 206 624-1230
Fax 206 340-2563

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

Rahin
vs.
Sterling Savings Bank, Windermere

NO. 11-2-35973-5 SEA
**NOTE FOR MOTION DOCKET
SEATTLE COURTHOUSE ONLY**
(Clerk's Action Required)
(NTMTDK)

TO: THE CLERK OF THE COURT and to all other parties listed on Page 2:
PLEASE TAKE NOTICE that an issue of law in this case will be heard on the date below and the Clerk is directed to note this issue on the calendar checked below.
Calendar Date: March 6, 2012 Day of Week: Tuesday
Nature of Motion: Motion to Amend Complaint without oral argument

EX PARTE MOTIONS [LCR 7 (b)(3)(D) - Seattle in W325

The original of this notice must be filed at the Clerk's Office **not less than six court days** prior to the requested hearing date. Motions are scheduled **9:00-11:30 a.m. & 1:30-3:45 p.m.** (except as indicated):

Eviction Hearing Time: 9:00 a.m. Other Ex Parte Motion. Hearing Time:

The original of this notice must be filed at the Clerk's Office **not less than fourteen calendar days** prior to requested hearing date - *Deliver Working Papers (on accountings, contested or complex cases) to W325.*

Ex Parte hearings do not require confirmation.

Adoption Final Hearing Hearing Time: 9:00: _____ 1:30: _____ (LCR 93.04)

Family Law Final Decree Atty. to Appear Hearing Time: _____ No Attorney Hearing Time: 1:30 p.m.

Probate/Guardianship Hearing Time: 10:30 a.m. (LCR 98.04, 98.16, 98.20)

FAMILY LAW MOTIONS [LFLR 6] - Seattle in W291

The original of this notice must be filed at the Clerk's Office **not less than fourteen calendar days** prior to the requested hearing date, except for Summary Judgment Motions (to be filed with Clerk 28 days in advance). **Must confirm at 296-9340 (LFLR 6).** Deliver Commissioner's copies to same room number 3 lines above.

SEE PAGE 2 FOR IMPORTANT NOTICE!

Domestic Motion (9:00) Sealed File Motion (1:30) Parenting Plan Modification (threshold 1:30)

You may list an address that is not your residential address where you agree to accept legal documents.

Sign: s/George A. Mix Print/Type Name: George A. Mix

WSBA # 32864 (if attorney) Attorney for: Windermere

Address: 1420 Fifth Ave, Ste 2200 City, State, Zip Seattle, WA 98101

Telephone: 206-521-5989 Date: 02/26/2012

Party requesting hearing must file motion & affidavits separately along with this notice. List names, addresses and telephone numbers of all parties requiring notice, (including Guardian Ad Litem) on page 2. Serve a copy of this notice of hearing, with motion documents, on all parties.

**DO NOT USE THIS FORM TO SET HEARINGS BEFORE CHIEF CIVIL JUDGE OR THE ASSIGNED
JUDGE FOR THE CASE.**

NOTE FOR MOTION DOCKET - SEATTLE COURTHOUSE ONLY

Page 1

Ntmtkdsea083111

www.kingcounty.gov/courts/scforms

LIST NAMES AND SERVICE ADDRESSES FOR ALL NECESSARY PARTIES REQUIRING NOTICE

Name Sean V. Small
Service Address: 601 Union St, Ste 2600
City, State, Zip Seattle, WA 98101
WSBA# 3701 Atty. For: Plaintiff
Telephone #: 206-624-1230

Name Shelley N. Ripley
Service Address: 422 W. Riverside Ave, Ste. 1100
City, State, Zip Spokane, WA 99201-0300
WSBA# 28901 Atty. For: Sterling Savings Bank
Telephone #: 509-755-2067

Name _____
Service Address: _____
City, State, Zip _____
WSBA# _____ Atty. For: _____
Telephone #: _____

Name _____
Service Address: _____
City, State, Zip _____
WSBA# _____ Atty. For: _____
Telephone #: _____

Name _____
Service Address: _____
City, State, Zip _____
WSBA# _____ Atty. For: _____
Telephone #: _____

Name _____
Service Address: _____
City, State, Zip _____
WSBA# _____ Atty. For: _____
Telephone #: _____

IMPORTANT NOTICE REGARDING FAMILY LAW CASES

IF YOU ARE THE PERSON SCHEDULING THIS MOTION, you must confirm this hearing by calling the Family Law Motions Coordinators at 296-9340 between 2:30 p.m. and 4:15 p.m. (3) court days before the hearing and between 8:30 a.m. and 12:00 p.m. (noon) two (2) court days prior to the hearing.

IF YOU OBJECT TO THIS MOTION, under King County Superior Court Rule LFLR 5, your response and accompanying paperwork **must be in writing** and must be delivered, not later than by 12:00 p.m. (noon) of four (4) weekdays (not including court holidays) prior to the hearing to:

- 1) The Superior Court Clerk in Room E609 (the originals go to the Clerk);
- 2) All parties' attorneys (or directly to any party who does not have an attorney); and,
- 3) The Family Law Motions Coordinators in Room W291.

Any statements of a party or witness must be signed, dated and sworn to under penalty of perjury, and must contain the state and city where signed.

The moving party's reply is due by noon two court days prior to the hearing. Check-in time is **9:00 am** for morning hearings and **1:15 p.m.** for afternoon hearings.

THIS IS ONLY A PARTIAL SUMMARY OF THE LOCAL RULES. ALL PARTIES ARE ADVISED TO CONSULT WITH AN ATTORNEY.

The **KING COUNTY COURTHOUSE** is in Seattle, Washington at 516 Third Avenue.