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Judge Jean Rietschel
KING COUNTY
SUPERIOR COURT CLERK
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CASE NUMBER: 14-2-13149-6 SEA

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

9 JESSICA WUBBELS,

10 Plaintiff,

11 v.

12 WINDERMERE REAL ESTATE/BELLEVUE
13 COMMONS, INC., a Washington State
14 corporation, KENNY PLEASANT,
15 individually and his marital community, SEAN
16 STEWART and MARGARET STEWART,
17 husband and wife,

18 Defendants.

NO. 14-2-13149-6 SEA

WINDERMERE REAL
ESTATE/BELLEVUE COMMONS,
INC. AND KENNY PLEASANT'S
ANSWER AND AFFIRMATIVE
DEFENSES TO DEFENDANTS SEAN
STEWART AND MARGARET
STEWART'S CROSS-CLAIMS
AGAINST WINDERMERE REAL
ESTATE/BELLEVUE COMMONS,
INC. AND KENNY PLEASANT

18 COMES NOW Defendants Windermere Real Estate/Bellevue Commons, Inc.
19 ("Windermere") and Kenny Pleasant ("Pleasant") by and through their attorney, Lars Neste of
20 Demco Law Firm, P.S., and answers Defendants Sean and Margaret Stewart's Cross-Claims.
21 Paragraph numbers correspond to those of the Cross-Claims. "Insufficient knowledge" is an
22 abbreviation for "responding Defendants have insufficient knowledge and information upon
23 which to form an answer and therefore deny."

24 **I. ANSWER**

25 3.1 Admit.

1 3.2 Admit that upon information and belief Plaintiff Jessica Wubbels (“Wubbels”)
2 saw failed inspections slips at the House prior to closing, but deny that Windermere and Pleasant
3 provided information to Stewart. Insufficient knowledge as to Wubbels contacting the City of
4 Seattle prior to closing and arranging a time to meet to discuss the issues. Insufficient knowledge
5 as to Wubbels meeting with the City of Seattle inspector or representative shortly after closing.

6 3.3 Insufficient Knowledge.

7 4.1 No response is required, to the extent that a response is required, Windermere and
8 Pleasant deny the allegations.

9 4.2 Deny.

10 4.3 Deny.

11 4.4 Admit that Windermere and Pleasant acted as dual agents in the transaction and
12 received a commission. Deny the remainder of the paragraph.

13 4.5 Deny.

14 5.1 No response is required, to the extent that a response is required, Windermere and
15 Pleasant deny the allegations.

16 5.2 Deny.

17 5.3 Admit that Windermere and Pleasant acted as dual agents in the transaction and
18 received a commission. Deny the remainder of the paragraph.

19 5.4 Deny.

20 6.1 No response is required, to the extent that a response is required, Windermere and
21 Pleasant deny the allegations.

22 6.2 Deny.

23 6.3 Admit that the Plaintiff denies knowledge of the Notice of Violation referenced in
24 her Complaint filed in the above-captioned case and is seeking damages from all of the named
25 Defendants.

26 6.4 Deny.

1 7.1 Deny.

2 7.2 Deny.

3 7.3 Deny.

4 7.4 Deny.

5 7.5 Deny.

6 **II. AFFIRMATIVE DEFENSES**

7 1. Sean and Margaret Stewart's claims are barred for failing to state a claim upon
8 which relief can be granted;

9 2. Sean and Margaret Stewart's claims are barred by estoppel, waiver and/or unclean
10 hands;

11 3. Sean and Margaret Stewart failed to mitigate their damages;

12 4. Sean and Margaret Stewart's claims are barred by their contributory negligence;

13 5. Sean and Margaret Stewart's damages, if any, are subject to set off;

14 6. The proximate cause of Plaintiff's damages were Defendant Sean Stewart's
15 failure to obtain proper permits for remodeling the Property and/or to disclose that he had not
16 obtained proper permits. As such, Defendant Sean Stewart caused Plaintiff's damages so is liable
17 for her damages, if any, not Defendants Windermere Real Estate/Bellevue Commons, Inc. or
18 Kenny Pleasant.

19 **III. REQUEST FOR RELIEF**

20 1. That the Court dismiss with prejudice the Cross-Claims brought by Sean and
21 Margaret Stewart;

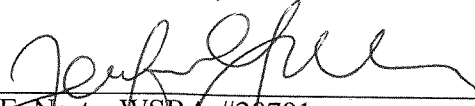
22 2. That the Court award Windermere Real Estate/Bellevue Commons, Inc. and
23 Kenny Pleasant attorney's fees and costs as allowed under contract, equity or law;

24 3. That the Court award Windermere Real Estate/Bellevue Commons, Inc. and
25 Kenny Pleasant such other relief it deems just and proper.
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DATED this 11th day of August, 2014.

DEMCO LAW FIRM, P.S.

By 
Lars E. Neste, WSBA #28781
Jennifer L. Johnson, WSBA #45588
Attorneys for Windermere Real Estate and
Kenny Pleasant