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08 OCT -9 PM 3:23

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

SEAWEST INVESTMENT ASSOCIATES,
LLC, a Washington limited liability corporation,

Plaintiff,

v.

LWIN LEISHER and SHIRLEY LEISHER,
husband and wife,

Defendants.

No. 08 - 2 - 34857 - 1 SEA

SUMMONS

CATHERINE SHAFFER

TO LWIN LEISHER and SHIRLEY LEISHER, husband and wife: A lawsuit has been started against you in the above-entitled court by the Plaintiff SEAWEST INVESTMENT ASSOCIATES, LLC, a Washington limited liability corporation. Plaintiff's claims are 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 attorney for Plaintiff within 20 days after the service of this summons, excluding the day of service, if served within the State of Washington, or within 60 days after the service of this summons, excluding the day of service, if served personally upon you out of the State of Washington, or a default judgment may be entered against you without notice. A default judgment is one where Plaintiff is entitled to what has been asked for because you have not responded. If you serve a notice of appearance

SUMMONS - 1

FOSTER PEPPER PLLC
1111 THIRD AVENUE, SUITE 3400
SEATTLE, WASHINGTON 98101-3299 ♦ 206-447-4400

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1 on the undersigned attorney, you are entitled to notice before a default judgment may be
2 entered.

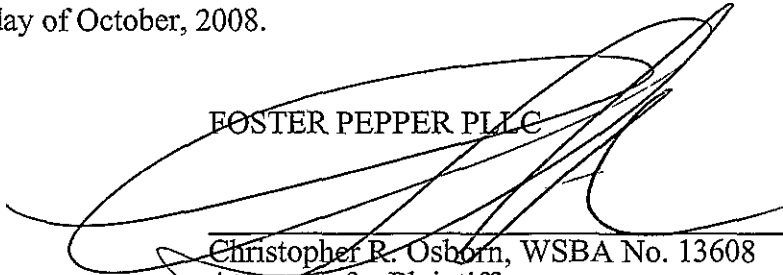
3 You may demand that Plaintiff file this lawsuit with the court. If you do so, the demand
4 must be in writing and must be served upon the undersigned attorney. Within 14 days after you
5 serve the demand, Plaintiff must file this lawsuit with the court, or the service on you of this
6 summons and complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
8 that your written response, if any, may be served on time.

9 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State
10 of Washington.

11 DATED this 9th day of October, 2008.

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13 FOSTER PEPPER PLLC

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15 Christopher R. Osborn, WSBA No. 13608
16 Attorneys for Plaintiff
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SEAWEST INVESTMENT ASSOCIATES,
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LUIN LEISHER and SHIRLEY LEISHER,
husband and wife,

Defendant.

No. 08-2-34857-1 SEA

COMPLAINT FOR BREACH OF
CONTRACT AND RESCISSION

CATHERINE SHAFFER

For its complaint against Defendants Luin Leisher and Shirley Leisher, Plaintiff Seawest Investment Associates, LLC states as follows:

I. PARTIES AND VENUE

1. Seawest Investment Associates, LLC ("Seawest") is a Washington limited liability corporation with its principal place of business in King County, Washington.

2. Defendants Luin Leisher and Shirley Leisher ("Leisher") are husband and wife and reside in King County, Washington.

3. This matter pertains to a contract negotiated and executed in King County, Washington and real property located in King County, Washington. Jurisdiction and venue are proper in King County Superior Court.

COMPLAINT FOR BREACH OF CONTRACT AND
RESCISSION - 1

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II. FACTUAL ALLEGATIONS

4. On September 30, 2004, Seawest as "Buyer" and Leisher as "Seller" negotiated and signed a Real Estate Purchase and Sales Agreement ("REPSA") for the purchase and sale of residential real estate.

5. The REPSA, as amended, provided for an October 2, 2008 closing date, with time of the essence. Seawest fully and timely performed on October 2, 2008, but Leisher did not.

6. Leisher failed to provide Buyers with a seller disclosure statement ("Form 17") as required by RCW 64.06.020.

7. Seawest paid earnest money and other sums to and for the benefit of Leisher pursuant to the REPSA.

III. CAUSES OF ACTION

8. Leisher breached the REPSA by failing to close on October 2, 2008. Seawest is entitled to rescission of the REPSA and/or damages resulting from Leisher's breach.

9. Leisher failed to comply with RCW 64.06.020. Seawest is entitled to rescission of the REPSA as a result of such failure.

IV. DAMAGES

10. As a consequence of the Leisher's breach of the REPSA, Seawest has suffered damages in an amount to be proved at trial.

V. PRAYER FOR RELIEF

Seawest requests the following relief:

- A. A rescission of the REPSA and an order directing the return of Plaintiffs' earnest money and all other payments made to and on behalf of Leisher;
- B. An award of damages suffered by Seawest in an amount to be proved at trial;
- C. An award of attorneys fees and costs incurred by Seawest in this action; and
- D. Such other and further relief as the Court deems just and equitable.

1 DATED this 9th (day of October, 2008.

2 FOSTER PEPPER PLLC

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5 Christopher R. Osborn, WSBA No. 13608
6 Attorneys for Plaintiff

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COMPLAINT FOR BREACH OF CONTRACT AND
RESCISSION - 3

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