



200411090098
Skagit County Auditor

11/9/2004 Page 1 of 6 11:42AM

Document Title:

Judgment

Reference Number:

199912280139

Grantor(s):

☐ additional grantor names on page ____

1. Kuntz, Lea

2. Kuntz, Max

Leake, James

Grantee(s):

☐ additional grantee names on page ____

1. King, Edwina

2. Bryan, Paul

Abbreviated legal description:

☐ full legal on page(s) ____

S. 100 feet Lot 9 Everetts Fertile Acres

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

3910-000-009-011

SKAGIT COUNTY, WASH
FILED

JUL 20 2001

Phyllis Goets - McKeen, Co. Clerk
By Deputy

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SKAGIT

PAUL BRYAN, a single person,
and EDWINA KING, a single
person,

Plaintiffs

v.

STANLEY LEAKE; JAMES LEAKE;
LEA KUNTZ and MAX KUNTZ, a
marital community; and EAGLE
ROCK REALTY, a Washington
Corporation,

Defendants.

NO. 98-2-01436-1

JUDGMENT, AND
FINDINGS OF FACT,
CONCLUSIONS OF LAW

COMES NOW the Court, and, having heard and considered evidence at trial, now
enters the following:

I.

JUDGMENT SUMMARY

A.	Judgment Creditor:	Paul Bryan and Edwina King
B.	Judgment Debtor:	Lea Kuntz and Max Kuntz James Leake
C.	Principal Judgment Amount:	\$21,479.22
D.	Interest to Date of Judgment:	\$2,424.91
	From November 3, 1998 to July 11, 2001	
E.	Attorney's Fees and Costs:	\$9475.00
F.	Consumer Protection Damages:	\$10,000.00

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JUDGMENT AND FINDINGS OF
FACT, CONCLUSIONS OF LAW - 1

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2 G. Principal judgment shall bear interest at 12% per annum.

3 H. Attorney's fees, costs, and other recovery amounts shall bear interest at 12% per
4 annum.

5 I. Attorney for the Judgment Creditor: Joseph D. Bowen

6 II.

7 FINDINGS OF FACT

8 1. Plaintiffs jointly entered into a contract to purchase real property from
9 Defendants Leake. Defendants Kuntz represented the Leakes as real estate agents in this
10 transaction.

11 2. All claims by Plaintiffs against Defendant Stanley Leake and his marital
12 community have been settled and these parties agreed to dismiss their claims and
13 counterclaims in open court. No other claims against the remaining defendants were
14 settled.

15 3. Subsequent to taking possession of the premises, Plaintiffs discovered that
16 the septic system was defective, rendering the home uninhabitable. Plaintiffs expended
17 the sum of \$21,479.22 in reliance upon the contract and in attempting to remedy the
18 defects and mitigate their damages.

19 4. Plaintiffs' attempts to remedy were unsuccessful and they were forced to
20 vacate the premises and find alternative housing.

21 5. Defendant James Leake and Defendants Kuntz knew or should have
22 known that the premises were uninhabitable and failed to disclose this to the Plaintiffs,
23 which failure was a material misrepresentation of fact that induced Plaintiffs to enter into
24 the subject contract.

25 6. As to Defendants Kuntz, these acts:

- a. were unfair and deceptive; and
- b. occurred in the conduct of their business as realtors; and
- c. as such, affected the public interest; and
- d. injured the Plaintiffs in their property; and
- e. said injury was proximately caused by the unfair act.

7. Plaintiffs further expended the sum of \$14,484.23 in reliance upon the
contract, \$541.65 of which was deposited into the Court registry.

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2 8. The contract stipulates that the prevailing party in a legal dispute is
3 entitled to recover an award of attorney's fees. Plaintiffs have incurred the sum of
4 \$9,475.00 for attorney's fees, which were reasonable and necessary to obtain the
5 judgment set out below.

6 III.

7 CONCLUSIONS OF LAW

8 1. Defendants James Leake and Max and Lea Kuntz materially
9 misrepresented the condition of the subject premises in order to induce Plaintiffs into
10 executing a real estate purchase and sale agreement. Plaintiffs are therefore entitled to
11 judgment rescinding the agreement and an award of damages sufficient to place them in
12 the position they occupied before the contract was made.

13 2. Defendants James Leake and Max and Lea Kuntz, and their marital
14 communities are jointly and severally liable for Plaintiffs' damages in the sum of
15 \$6,994.99.

16 3. Defendants Kuntz have violated the Consumer Protection Act, RCW
17 19.86, entitling Plaintiffs to a further award of punitive damages in the sum of \$10,000.

18 4. Plaintiffs are also entitled to an award of attorney's fees in the sum of
19 \$9,475.00 against Defendant James Leake pursuant to the terms of the subject contract.
20 Defendants Kuntz are jointly and severally liable for this sum by operation of the
21 Consumer Protection Act, RCW 19.86.

22 5. Plaintiffs are further entitled to pre-judgment and post-judgment interest at
23 the statutory rate of 12 per cent per annum, which interest shall accrue from the date this
24 suit was commenced.

25 IV.

JUDGMENT

Based on the foregoing, the Court hereby ORDERS and ADJUDGES as follows:

1. The Real Estate Purchase and Sale Agreement between Plaintiffs and
Defendants Leake is hereby rescinded.

2. All claims and counterclaims between Plaintiffs and Defendant Stanley
Leake and arising out of this transaction are hereby dismissed with prejudice and without
cost to either party.



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2 3. Defendants, Max and Lea Kuntz and their respective marital communities
3 are ordered to pay Plaintiffs the sum of \$21,479.22; for which damages they are jointly
4 and severally liable;

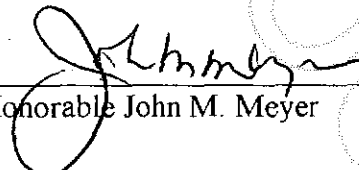
5 4. Defendant Kuntz and their marital community are further ordered to pay
6 the sum of \$10,000 in damages pursuant to RCW 19.86, the Consumer Protection Act.

7 5. Defendants James Leake, Max and Lea Kuntz and their respective marital
8 communities are ordered to pay attorney's fees and costs in the sum of \$9,475.00; for
9 which damages they are jointly and severally liable;

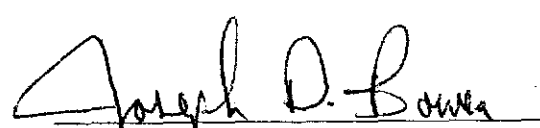
10 6. Defendants James Leake, Max and Lea Kuntz and their respective marital
11 communities are further ordered to pay pre-judgment interest in the amount of \$2,424.91,
12 which sum represents statutory interest on the principal judgment sum from the date of
13 filing until the present date.

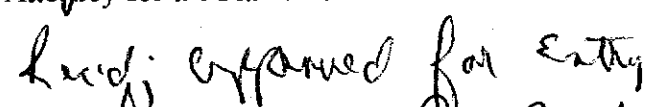

14 7. Interest on all unpaid sums herein shall accrue interest at the rate of 12%
15 per annum.

16 DATED this 20 day of July, 2001.

17
18 
Honorable John M. Meyer

19
20 Presented by:

21
22 
23 Joseph D. Bowen, WSBA #17631
24 Attorney for the Plaintiffs

25 


UNOFFICIAL DOCUMENT

State of Washington, } ss.
County of Skagit

I, Nancy K. Scott, County Clerk of Skagit County and ex-officio Clerk of the Superior Court of the State of Washington, for the County of Skagit, do hereby certify that the foregoing instrument is a true and correct copy of the original, consisting of 4 pages, now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at my office at Mount Vernon this 9 day of Nov, 20 04. Nancy K. Scott, County Clerk.

By Nancy K. Scott
Deputy Clerk



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