

JUDGE ROBERT S. LASNIK

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

DAVID B. AAMODT and PATRICIA A.
AAMODT, *et al.*

Plaintiffs,

v.

SHEA HOMES, INC., a Delaware corporation,

Defendant.

Case No. 2:14-cv-01566

FIRST AMENDED COMPLAINT

TABLE OF CONTENTS

	<u>Page</u>
1	
2	
3	I. INTRODUCTION 1
4	II. PARTIES 7
5	A. Plaintiffs 7
6	B. Defendant Shea Homes, Inc. 7
7	III. JURISDICTION AND VENUE 7
8	IV. FACTS 7
9	A. The Design, Development, and Approval of Trilogy at Redmond Ridge 8
10	B. The “Shea Way”: the Manufacturing Process Utilized by Shea at
11	Trilogy 11
12	1. Shea Cut Corners on Garage Floors – Shea omitted moisture
13	barriers and capillary breaks on at least 1,188 Trilogy homes. 12
14	2. Shea Cut Corners on Corbels – Shea Omitted Metal Flashing on
15	Corbels and Knee Braces. 23
16	3. Shea Cut Corners on Columns – Shea Omitted Water Intrusion
17	Elements on Every Column It Built at Trilogy 28
18	4. Shea Cut Corners on Windows and Doors – Shea Omitted
19	Required Head Flashings 32
20	5. Shea Cut Corners on Patios – Shea Omitted Flashing at the
21	Patio 35
22	6. Shea Cut Corners on Exterior Walls — Shea Omitted Flashing at
23	the Stone Veneer Wainscoting 36
24	7. Shea Cut Corners on Decks – Shea Omitted the Flashing at the
25	Deck-To-Wall Interfaces 38
26	8. Shea Cut Corners on Roofs – Shea Omitting Eave Flashing 41
27	9. Shea Cut Corners on Drainage – Shea Installed Inadequate
28	Drains and Ventilation in Crawl Spaces 42
	10. Shea Cut Corners on Driveways – Shea Poured Slabs Directly
	Over Wet Soil and During Heavy Rains 44
	11. Shea Cut Corners on Roof Framing – Shea Failed to Install
	Necessary Structural Supports 47
	12. Shea Cut Corners on Finishing – Shea Failed to Install Necessary
	Rodent Blocking Components 52

1 13. Shea Cut Corners on Foundation Vents and Flashing – Shea
2 failed to install flashing above the vent trim and failed to install
3 adequate venting57
4 14. Shea Cut Corners on Furnace Venting – Shea failed to remove
5 the damper from the furnace vent intake58
6 C. Plaintiffs’ Homes at Trilogy Are Defective and Require Extensive
7 Repair58
8 D. Shea Knows and Has Known for Years that Its Building Practices Are
9 the Cause of the Defects in Homes at Trilogy, Yet it Refuses to Make
10 Required Repairs and Instead Requires Homebuyers to Make Costly
11 Repairs Under its “Homeowner Maintenance” Rubric.....60
12 V. EQUITABLE TOLLING OF STATUTES OF LIMITATIONS.....63
13 A. Equitable Estoppel63
14 B. Equitable Tolling64
15 VI. CAUSE OF ACTION64
16 COUNT I VIOLATION OF THE WASHINGTON CONSUMER PROTECTION
17 ACT WASH. REV. CODE § 19.86.....64
18 VII. PRAYER FOR RELIEF65
19 DEMAND FOR JURY TRIAL66
20
21
22
23
24
25
26
27
28

I. INTRODUCTION

1
2 1. A home is the single most important and largest investment for most Americans.
3 Homeowners need to know material facts concerning the quality of their home in order to
4 determine whether they can afford to purchase and to maintain their home. In the Pacific
5 Northwest, of paramount importance to a reasonable homeowner are facts relating to the care a
6 builder takes to protect the home from the corrosive effects of our region’s most dominant
7 weather feature – water.

8 2. Water and moisture intrusion are the most serious corrosive and degenerative
9 agents for homes in the Northwest. It is critical that homes here are planned to withstand water
10 and moisture and are built in accordance with such plans. A builder must take care that the
11 windows, doors, garages, columns, roofs, external architectural features – that all surfaces that
12 are exposed to groundwater or weather – are constructed to account for such exposure. Builders
13 must also ensure that homes are sealed off from pests, such as rats, mice, squirrels, insects, and
14 other vermin, which can infest and seriously degrade structures throughout a home.

15 3. Code requirements, industry norms in the Northwest, and plans that builders
16 submit to regulatory agencies to obtain building permits are scrutinized to ensure finished
17 construction will withstand our wet climate and common pests. Home buyers expect, and
18 reasonably rely on the premise, that a reputable builder will not deviate from code, industry
19 norms, and its own approved plans when constructing homes for retail sale, especially without
20 notification to buyers of such deviations from submitted plans, codes, and regulatory
21 requirements.

22 4. This case arises because defendant Shea Homes, Inc. (“Shea”) chose to build and
23 sell over 1,500 homes in the Trilogy at Redmond Ridge development (“Trilogy”) that it knew
24 deviated from its architects’ and contractors’ guidelines, county-approved plans, and
25 recommendations. Shea intentionally omitted nearly all industry-standard methods for building
26 homes to withstand our wet weather and our common pests. And, even after its first homes
27 suffered from various forms of water and pest intrusion due to the substandard construction,
28

1 Shea refused to tell its customers of the problems and continued building new homes with the
2 same defects.

3 5. To increase its profits, Shea consciously cut out crucial weather-proofing and
4 pest-exclusion methods that all responsible Northwest architects and builders include in their
5 homes. Shea ignored applicable code requirements, industry norms, and its own submitted and
6 approved plans, all of which required Shea to build homes with metal flashings and sufficient
7 moisture intrusion barriers, drainage, soil compaction, and construction elements for the homes
8 to withstand the Pacific Northwest climate and common pests.

9 6. As detailed below, Shea's own experts, architects, and subcontractors have
10 admitted and confirmed that Shea purposefully omitted King County-required water and
11 moisture intrusion prevention components that were specifically called for in Shea's approved
12 building plans. Yet Shea never disclosed its purposeful and repeated deviations from the county-
13 approved building plans.

14 7. Despite knowing that its customers wanted – in fact expected – durable, low-
15 maintenance, trouble-free homes, and despite Shea's own promise to build high-quality homes,
16 Shea omitted telling buyers of at least the following deviations from the county-approved
17 building plans, which have directly resulted in significant water damage, rot, and moisture
18 intrusion that require expensive repairs:

19 a. Garage Floors. Shea's approved plans required it to install pea gravel and
20 a moisture barrier under every garage slab at Trilogy. Shea's Geotechnical Engineering Report,
21 which Shea submitted to the County and was incorporated into its approved plans, required
22 4 inches of pea gravel and moisture barriers under each slab to keep the underground water from
23 migrating through the concrete. Instead of following those plans, Shea instructed its builders and
24 subcontractors to ignore the plans and Geotechnical Engineering Report and pour the garage
25 slabs directly over the bare, and often wet, dirt at the lot – all to save about \$50 per house. Shea
26 omitted telling buyers that it was deviating from the approved plans in construction of the garage
27 floors. Lacking the required pea gravel and moisture barrier, moisture from the ground under the
28 slabs seeps up through the garage floors of homes at Trilogy causing odors, mold, deterioration,

1 and the inability to use the garages in a normal and expected manner. Shea observed the
2 moisture problems on some of its very first homes, but kept building with its defective methods
3 to save a few extra dollars. In some cases, Shea ordered its subcontractors to pour concrete in
4 the rain and over puddles, knowing the slabs would fail, and knowing it would have to replace
5 the slabs, all in an effort to close the sale before anyone saw the problem.

6 b. Corbels (also known as knee braces). Corbels are architectural design
7 elements on the exterior of homes that give the appearance of a beam and support passing
8 through a wall. They are a common element of “craftsman” style homes. At Trilogy, corbels
9 were designed to be solid wood 4x4 or bigger posts, joined at an angle, and attached to the siding
10 of the house. Shea’s County-approved plans required corbels to be installed with metal flashing
11 to prevent water intrusion and to be attached to the sides of houses with ½” thick lag bolts. But
12 Shea instructed its builders and subcontractors to ignore these requirements, to nail the corbels to
13 exterior walls with thin framing nails, and not to install metal flashing. Shea omitted telling any
14 buyers that it was deviating from the approved plans and standard good Northwest building
15 practices for the installation of corbels. Lacking the required metal flashing and lag-bolt
16 attachments, the corbels on homes at Trilogy are uniformly rotting and falling from the sides of
17 houses. At various stages of development, Shea observed the failing (and falling) corbels, yet
18 continued to build hundreds more houses with the same defects.

19 c. Columns. Hundreds of Trilogy homes have columns at or near the front
20 doors. Some columns also support the roof structure. All are exposed to wind and rain. Shea’s
21 County-approved plans required columns to be built with water intrusion prevention elements
22 such as metal flashing, treated structural support posts, weep screeds at the base to allow for
23 moisture drainage, and concrete pedestals to prevent moisture intrusion from the ground up.
24 Shea omitted telling buyers that instead of following its plans, it built columns without flashing,
25 without structural supports, without weep screeds, and without any method of preventing
26 moisture from coming up from the ground into the components of the columns. As with the
27 other omissions, Shea cut these important components out to save a few extra dollars per house.
28 Shea also built hundreds of homes long after an internal investigation revealed that its defective

1 method of building the columns caused them to rot right “from the beginning” of construction.
2 As a result of Shea’s failure to follow the County-approved plans for columns, the columns are
3 rotting from the top and the bottom.

4 d. Windows. Shea’s County-approved plans called for metal head flashings
5 above all windows in its homes. Contrary to building code and King County requirements, Shea
6 deviated from the permitted plans continuously from 2001 to 2008 by omitting the required
7 metal head flashings above windows. Shea did this without asking for permission from or
8 informing the King County Building Department. King County Building Department
9 representative Jane McPherson has testified that eliminating the metal head flashings from the
10 plans “would never have been approved.” Shea’s retained expert, Randy Hart, has testified in
11 another case stemming from these same defects that head flashings are industry standard and that
12 he has not designed a building, or recommended construction of a building, without a head
13 flashing above a window or door in at least 15 years. Shea omitted informing buyers that despite
14 its approved plans, it was not installing metal head flashing above the windows in the homes it
15 was selling. As a result of Shea’s failure to install the metal head flashings above windows as
16 required in its County-approved plans, water is intruding into the window frames in Trilogy
17 homes and rotting the trim and surrounding siding.

18 e. Doors. Just as with the windows, Shea’s County-approved plans required
19 metal head flashings above its doors. Shea’s own architect testified that window and door head
20 flashings were critical elements of his design given the wet Northwest weather. Jane McPherson
21 likewise testified that removing door head flashings would not have been allowed by the County.
22 Shea omitted telling buyers that despite its approved plans, it was not installing metal head
23 flashing above the doors in the homes it was selling. As a result of Shea’s failure to install the
24 metal head flashings above doors as required in its County-approved plans, water is intruding
25 into the door frames in Trilogy homes and rotting the trim and surrounding siding.

26 f. Patios. King County building codes require the installation of L-metal
27 flashing where wall siding comes in contact with a patio slab. Shea’s own architect advised Shea
28 not to pour concrete patios against the siding. Despite this advice, Shea poured all of the

1 concrete at all of its homes directly against the wall siding, and purposefully failed to install the
2 required flashing. Again, Shea failed to tell its homebuyers that the patios on the houses it sold
3 were poured without the requisite L-metal flashing. Without the required flashing, water hitting
4 the siding (rain) runs down against the poured patio and causes the wall siding to rot, which is
5 what happened at Shea's model homes, which Shea retroactively fixed with the required L-metal
6 flashings. Shea's expert, Randy Hart, has testified that this defect should be corrected at every
7 home at Trilogy at which it exists.

8 g. Stone Veneer Wainscoting. The County-approved and permitted drawings
9 by Shea's architects required the installation of an L-metal flashing along the top of the stone
10 veneer wainscoting and under the Hardiplank or Cemplank wood siding above. Shea
11 purposefully failed to install the required flashing at all Trilogy homes on which it installed stone
12 veneer wainscoting, and Shea omitted telling homebuyers that the stone veneer wainscoting on
13 the houses it sold were installed without the requisite L-metal flashing. Without the required
14 flashing, water that makes its way behind the Hardiplank or Cemplank siding or that runs down
15 that siding has no way to escape and causes the wall to rot.

16 h. Decks. As with patios, deck installations are required to have L-metal
17 flashing where the decking abuts to the wall siding. Shea's subcontractors have acknowledged
18 that they knew L-metal flashing was required, but Shea instructed them not to install it. Shea
19 omitted telling home buyers that it built the decks without the required L-metal flashing.
20 Without the required flashing, water running down the exterior wall remains in contact with the
21 decking causing the siding and decking to rot.

22 i. Roof eave flashing. Shea omitted the required flashing at the roof edges,
23 so that water runs off the roof and behind the gutter, rotting fascia and making its way behind
24 other exterior building components, causing additional damage.

25 j. Drainage. Shea omitted required drainage components, ran downspouts
26 straight into the soil rather than connecting them to the required tight-line drain, and failed to
27 correct the problems despite Shea's knowledge of standing water in crawlspaces that caused
28 mold and attracted frogs and vermin, standing water in yards, and resulting damage to homes at

1 Trilogy. Shea directed its subcontractors to frame over standing water in the crawl spaces, and to
2 install hardwood flooring while knowing the moisture in the crawl spaces would warp the floor
3 and breed mold on the framing.

4 k. Driveways. Shea omitted necessary soil compaction and adherence to
5 weather and soil limitations in constructing driveways and, as a result, hundreds of driveways at
6 Trilogy have suffered cracking, spalling, settlement, or other failure.

7 l. Roof framing. Shea omitted framing members that support the roofs on
8 hundreds of homes, leading to sagging and buckling roofs.

9 m. Massive rodent infestation. Shea omitted several critical components of
10 the home necessary to prevent rodents and vermin from entering the homes. As a result, there
11 have been massive infestations of rodents, vermin, and pests at Trilogy homes.

12 n. Crawl space vents. Shea omitted required flashing on crawl space vent
13 trim, causing the vent trim to rot and fall off the homes.

14 o. Furnace intake vent. Shea failed to install the proper venting for furnaces,
15 leaving in place a “damper” that prevented adequate air flow to furnaces and led to premature
16 furnace problems, including total furnace failures.

17 8. As a result of Shea’s reckless and material disregard of the King County building
18 codes, its own consultants, its subcontractors, and its architects, and Shea’s failure to disclose
19 any of these omissions to its customers, Plaintiffs have suffered substantial damages. They have,
20 for example, garage floors that need pea gravel and moisture barriers, corbels and columns that
21 need replacement, windows, doors, patios, and decks that need flashing and new trim, and pest
22 infestations. Plaintiffs’ damages are the direct result of Shea’s deviation from King County
23 Code, industry norms, and its own building plans – none of which deviations Shea ever
24 disclosed.

1 **II. PARTIES**

2 **A. Plaintiffs**

3 9. Each of the Plaintiffs purchased a home at Trilogy. The address of each
4 Plaintiff's home is listed in Exhibit 1.¹ Each plaintiff has suffered damage based on the defects
5 set forth in this complaint and other defects. The expected repair costs for all defects at each
6 home, together with stigma damages based on the known problems with construction at Trilogy
7 resulting from Shea's omissions, and trebled under the provisions of the Washington Consumer
8 Protection Act, exceeds \$75,000 for each home and thus for each Plaintiff.

9 **B. Defendant Shea Homes, Inc.**

10 10. Defendant Shea Homes, Inc. is a Delaware Corporation. Shea is registered as a
11 contractor in Washington under License No. SHEAHI*997D1. Shea is the developer and builder
12 of Trilogy at Redmond Ridge, which is located in King County, Washington.

13 **III. JURISDICTION AND VENUE**

14 11. The events and actions alleged herein took place in King County, Washington.
15 The homes which are the subject of this suit are located at Trilogy at Redmond Ridge, which is
16 in King County. At all relevant times, Shea has been doing business in King County,
17 Washington, and continues to do so to this day.

18 12. The United States District Court for the Western District of Washington has
19 jurisdiction over this matter pursuant to 28 U.S.C § 1332(a). Plaintiffs are residents of
20 Washington, and Shea is a resident of Delaware and California. After trebling under the
21 Washington Consumer Protection Act, alleged herein, each Plaintiff's damages will exceed
22 \$75,000 exclusive of interests and costs.

23 **IV. FACTS**

24 13. Shea is a national company in the business of building and selling new homes and
25 developing master-planned communities. Trilogy is one of at least 11 "resort communities" that
26 Shea has developed.

27 _____
28 ¹ Where more than one Plaintiff has owned a single home (i.e., the home has been sold at least once since it was
sold by Shea), all Plaintiffs who have owned such home are listed as owners. See Exhibit 1.

1 14. Shea has developed and built housing developments across the United States,²
2 but, prior to building Trilogy, Shea had never built a development farther north than the 39th
3 parallel (Denver). Trilogy, in contrast, is above the 47th parallel and thus over 550 miles farther
4 north than any prior Shea development.³ Moreover, all of Shea's listed developments prior to
5 Trilogy are in arid, if not desert locales. Building practices that worked adequately in Shea's
6 other developments would provide no baseline of effectiveness in the comparatively very wet
7 Pacific Northwest.

8 15. Trilogy is a planned adult (age 55 and over) community of 1,522 single-family
9 "production" homes within 12 divisions. Division Four is a commercial area and Division Seven
10 is a community center.

11 16. Trilogy consists of residential homes built in 23 different models, based on square
12 footage and design, each with two or three "elevation" options. Some of the homes are zero lot
13 line homes, and they share a party wall with an adjacent Trilogy home.

14 **A. The Design, Development, and Approval of Trilogy at Redmond Ridge**

15 17. Shea retained Mithun Architects, a Seattle-based firm, to serve as lead architect
16 on the Trilogy project. The partner in charge at Mithun, Bill Kreager, was and is one of the
17 country's leading architects for residential communities, and he has particular knowledge of the
18 primary concerns of the over-55 demographic in purchasing a home. One primary concern for
19 those over 55 is a low-maintenance home, which Shea knew from conducting focus groups in the
20 Redmond area before commencing construction.

21 18. Even prior to beginning the design of the homes at Trilogy, Mr. Kreager visited
22 Shea projects in Arizona to observe Shea's methods and style of construction. Upon viewing
23 those Shea communities in the Southwest, Mr. Kreager warned Shea that its Arizona
24 construction methods, which depended on dry weather – including stucco and slab-on-grade
25 construction – were not suitable for home construction in the much wetter Pacific Northwest.

26
27 ² Shea's website, www.sheahomes.com, lists developments in the Phoenix area of Arizona; throughout
California from the Bay Area southward; the Denver area of Colorado; central Florida; Las Vegas, Nevada;
Charlotte and Greensborough, North Carolina; Houston, Texas; northern Virginia; and the Seattle Area (Trilogy).

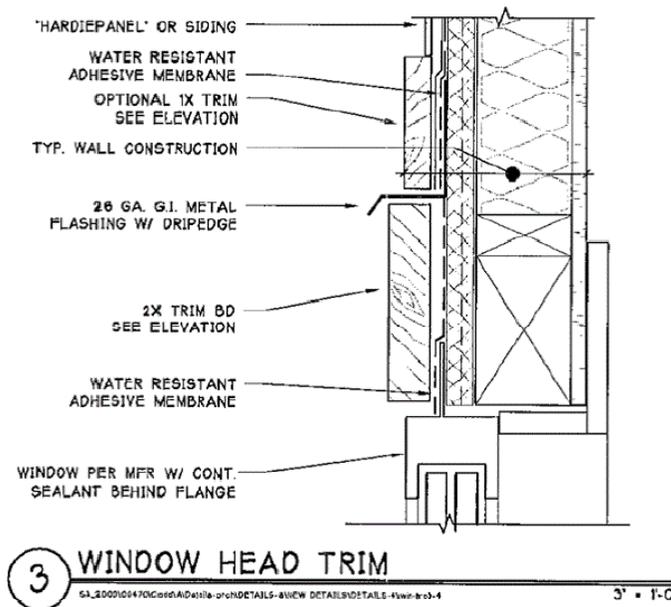
28 ³ Each degree of latitude is approximately 69 miles distant from the next.

1 19. Mithun Architects reviewed climate records for Trilogy before designing a single
 2 model. It learned that the Redmond Ridge area has a particularly wet climate – indeed, it
 3 receives 40 inches or more of rain each year on average, as compared with 32 inches in Seattle,
 4 and just 8.2 inches in Phoenix.⁴

5 20. Because of the wet climate in the Pacific Northwest and particularly wet climate
 6 at Redmond Ridge, and its knowledge that Trilogy homebuyers’ (55+ in age) would desire low-
 7 maintenance homes, Mithun Architects designed homes that included metal flashing on all
 8 protruding wood such as at windows and doors and on corbels and columns.

9 21. The flashing details in the building plans were extensive and numerous, and *they*
 10 *were included in every model of home that Mithun Architects designed for Shea to build at*
 11 *Trilogy.*

12 22. The diagram below is an excerpt for Model 6220, the “Hemlock,” which is the
 13 most common design built at Trilogy. At least 240 of the Plaintiffs in this action own Hemlock
 14 model homes. These approved plans show Mithun Architects’ intent, and the County’s approval
 15 requiring, that flashing be installed on the protruding wood features.



16
17
18
19
20
21
22
23
24
25
26
27
28

⁴ See <http://www.currentresults.com/Weather/Arizona/yearly-average-precipitation.php>.

1 23. Mithun Architects' drawings incorporated a soils report prepared by Associated
2 Earth Sciences, Inc. ("AESI"), the geotechnical engineering firm retained to investigate the
3 hydrology and geology at the Trilogy building site. AESI concluded that the site was suitable for
4 construction *provided its building recommendations were followed*.

5 24. AESI's recommendations included the installation of a capillary break (pea
6 gravel) and a moisture barrier (visqueen) under the concrete garage slabs to be poured at Trilogy.

7 25. Shea submitted its building plans for Trilogy, including the Mithun Architects'
8 drawings incorporating metal flashing and the AESI report incorporating the capillary break and
9 moisture barrier, to the King County Building Services Division in the Department of Permitting
10 and Environmental Review ("DPER") under the "Basics" program.

11 26. The Basics program was set up for larger, more experienced builders who were
12 going to build the same floor plan multiple times. Basics program plans are reviewed with
13 heightened scrutiny by the Building Services Division because if anything is missed, it could be
14 repeated in each home the builder constructs based on that County-approved plan.

15 27. The Building Services Division expects that a builder in the Basics program
16 knows how to build homes in accordance with applicable building code and local industry
17 standards. The Building Services Division reviewed Shea's plans independent of the site plan
18 and, once approved, stored the approved plans in its library and cataloged them.

19 28. For each home building site, a builder in the Basics program could come into the
20 Division with the site plan indicating which plan approved in the Basics program it would use for
21 that specific home site, as well as any additional information that the builder needed to provide
22 to accommodate the site conditions. In this manner, the Basics program sped up the permit
23 process and Shea used it exclusively in building the 1,522 homes at Trilogy.

24 29. Once King County had issued the site building permit, Shea was obligated to
25 build *exactly according to the approved plans*. If Shea wanted to make site-specific revisions,
26 the Basics program had a revision process by which Shea could seek revisions for a specific
27 permit. Absent an error in the approved Basic plan, site-specific revisions to plans in the Basics
28 library were rare.

1 30. If a Basics program builder wanted a revision, it had to submit new plans to the
2 Basic program and get a new plan approval from the County, *i.e.*, start the process all over again.

3 31. As relevant to the facts of this case, for example, Shea’s elimination of the metal
4 head flashings that Mithun Architects had specified for every plan at Trilogy was a design
5 revision that required it to submit new plans. But as Jane McPherson from the Building Services
6 Division has testified in a related case, King County would never have approved such a revision.

7 32. Indeed, Shea submitted numerous supplemental design sheets during the 12 years
8 of active building at Trilogy to address code-required updates to the plans, but *Shea never*
9 *altered or eliminated from the County-approved drawings the architect’s details requiring metal*
10 *flashings* on the homes Shea was building at Trilogy. All the while, *Shea was building the*
11 *homes without these same required flashings.*

12 **B. The “Shea Way”: the Manufacturing Process Utilized by Shea at Trilogy**

13 33. Shea let it be known to Building Services Division personnel that the level of
14 scrutiny that King County required was not what Shea was used to and not how things were done
15 in the Southwest, where Shea had built its prior projects.

16 34. Shea challenged virtually every requirement in an effort to reduce its building
17 costs at Trilogy. It “value engineered” its houses so that, for example, Shea built with the exact
18 minimum number of nails. It created a climate during construction at Trilogy that encouraged
19 and often required subcontractors to cut corners wherever possible.

20 35. Shea’s corner cutting at Trilogy became so renowned that its subcontractors, who
21 Shea dubbed “TradePartners,” coined the phrase “the Shea Way” to describe Shea’s relentless
22 focus on the bottom line, including minimizing construction costs and maximizing the speed at
23 which Trilogy homes were built.

24 36. During the course of construction, Shea repeatedly demanded unilateral and
25 immediate price reductions from its TradePartners – by as much as 13% – under threat that if the
26 TradePartner did not cut its price for doing the same scope of work, Shea would put the work
27 back out to bid.

28

1 **1. Shea Cut Corners on Garage Floors – Shea omitted moisture barriers and**
2 **capillary breaks on at least 1,188 Trilogy homes.**

3 37. Shea began cost cutting at Trilogy right at the bottom with its first homes: Shea
4 ordered its concrete subcontractors to pour driveways and garage slabs over uncompacted and wet
5 ground without draining the site as the plans required. It omitted the gravel and moisture barrier
6 that its geotechnical engineer required Shea to install under the garage slabs.

7 38. In late 2000 or early 2001, Shea Homes contacted a concrete contractor, Artistic
8 Concrete Design, Inc. (“Artistic”) to bid the Trilogy project. Shea’s project manager, Alexander
9 (“Zander”) Hawxhurst, contacted Artistic’s president, Raymond Harvie, for a pre-construction
10 meeting to do a job walk and discuss the project. At that meeting, Hawxhurst provided
11 approximately 16 full sets of building plans (drawings) to Artistic. He asked Mr. Harvie to bid each
12 plan set for turn-key installation of all concrete hardscapes which included: garage floors, patios,
13 sidewalks, entry, and driveways. Shea required that each concrete subcontractor’s bid include costs
14 for all labor, materials, pumps, tools, and equipment to complete the work. Artistic’s original
15 estimate for the Trilogy project was based on the plans Shea provided and included labor, concrete,
16 any necessary concrete pumps, rebar, moisture barrier, and other materials. Artistic did not provide
17 any lot excavations or slab base preparation (*i.e.*, import or export of structural base, or removal of
18 spoils). These services were provided by different Shea subcontractors.

19 39. After Mr. Harvie submitted Artistic’s bid for the Trilogy at Redmond Ridge project,
20 Hawxhurst told Mr. Harvie to remove from his bid the line items for rebar and moisture barrier.
21 This surprised Mr. Harvie, considering that Artistic had quoted a price of just 15 cents a square foot
22 to install the moisture barrier the plans required.

23 40. Shea’s decision to remove the moisture barrier from the scope of work for the garage
24 slabs caused Mr. Harvie great concern. At a follow-up meeting with Hawxhurst, Mr. Harvie told
25 Hawxhurst that moisture barriers were industry standard here in the Northwest due to the amount of
26 rain, the proclivity of hydrostatic water intrusion, and the underground springs so common in this
27 area. Hawxhurst told Harvie that Shea was not required to install a moisture barrier or rebar under
28 the garage slabs at Trilogy, and therefore, it wouldn’t do so, regardless of the local conditions.

1 41. Mr. Harvie warned Hawxhurst, Ken VanWestrienen, and other Shea representatives
2 about the risks of using Shea’s standard Arizona construction practices (*i.e.*, slab over bare dirt
3 foundations and footings, stem wall foundations, no moisture barrier) here in the Pacific Northwest.
4 Mr. Harvie recommended to the Shea group that it listen to the local builders and re-think Shea’s
5 building practices to avoid almost certain long term failures. Despite the advice, Shea stuck to the
6 Shea Way, cutting corners (and costs) wherever possible.

7 42. As Hawxhurst directed him, Artistic removed all rebar and moisture barrier pricing
8 from its bid package, and Artistic ultimately poured Trilogy garage slabs directly onto bare soil per
9 Shea’s instructions. Shea instructed other concrete subcontractors to bid their work the same way.

10 43. As Mr. Harvie predicted, hundreds of the Shea Way garage slabs have failed.
11 Lacking the moisture and capillary breaks, the garages suffer from standing water, chemical
12 deposits (“efflorescence”), ugly stains, or all three of these conditions. The photographs below
13 are Trilogy garages that show the result of pouring the slabs without the required moisture
14 barriers or capillary breaks underneath:



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



44. Even at houses where Shea attempted to conceal the problem by installing plastic tiles on top of the wet garage floor before selling the home, evidence of the problem is now apparent as efflorescence makes its way up through the joints in the plastic tiles:



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17 45. Homebuyer surveys completed in 2002 at Shea’s request, and recently obtained
18 from Shea’s files, demonstrate that Shea knew of the water problems caused by the Shea Way of
19 construction at the beginning of the Trilogy building cycle. Pursuing cost savings over quality,
20 Shea continued to pour concrete over bare, wet dirt, and ignored its consultant’s requirements to
21 keep the garages dry. Shea simply ignored the County-approved plans.

22 46. The following examples, from three different surveys of early Trilogy
23 homebuyers in 2002, show Shea was clearly on notice that its construction was inadequate:

- 24
25
26
27
28
- “Since living in the home for six weeks, I have found troubling quantities of water underneath the house. This appears to be due to improper and misdirected drainage set-up.”
 - “Drainage grades were very poor on lots. Severe problems with water in crawlspace.”

- 1 • “Customer service is still trying to fix loose flooring and wet crawl
2 space. *We have been given several reasons for the wet crawl*
3 *space.* Had to pay for an expert to evaluate water drainage
4 problem and have had to remind Shea that the work needs to be
5 done.”

4 47. The added emphasis immediately above has proved, over the years, to be an
5 important and consistent part of Shea’s strategy in responding to Trilogy homebuyers and
6 prospective homebuyers who called out the water issues in homes at Trilogy. Shea concocted a
7 string of false explanations as to why its homes were exhibiting atypical problems for new
8 homes, particularly given that they were built and marketed as high-quality and low-
9 maintenance. Shea would, for example, tell homeowners that water coming up through the
10 garage floor was “typical” of the Northwest, or that efflorescence was a consequence of concrete
11 “curing.” Shea also developed internal “scripts” for its personnel to use with homeowners to
12 explain away these various defects and resulting problems, all while failing to disclose that it
13 knew exactly what the real source of the problem was: the Shea Way.

14 48. One of the first Trilogy buyers who noticed water in their crawlspace and a wet
15 garage floor contacted a drainage contractor, Bodine Construction, to assess the drainage at their
16 new Trilogy home. Bodine found extensive problems with the drainage and prepared reports
17 documenting the issues. In January 2003, Shea contacted Bodine:
18
19
20
21
22
23
24
25
26
27
28

----- Original Message -----

From: "Jason Sandobal" <jason.sandobal@sheahomes.com>

To: <info@bodineconstruction.com>

Sent: Tuesday, January 07, 2003 6:19 PM

Subject: Information

> Hello,

>

> My name is Jason Sandobal, I am the Customer Service Manager here at
> Trilogy

> at Redmond Ridge. I received your the name of your company from some
> homeowners out at our community. Mr. Al Novak, Dr. Backlund and Mr. Kevin
> Shin speak very highly of your company. Through your past visits to our
> community, you have assessed a few of our crawl spaces. I have read your
> reports and find them very thorough and informative. I am presently
> looking

> for a "third-person expert" to come in to inspect already completed crawls
> and maybe to also provide some corrective work. I would like to obtain
> information on setting up a meeting to discuss this opportunity. Who
> should I contact and what is the best number to reach someone at? Thank
> you

> for your consideration.

>

> Jason Sandobal

> Customer Service Manager

> Shea Homes for Active Adults Washington

> (425) 216-1341

49. Steve Bodine met with the Shea team. He also forwarded them a basic article on drainage for their edification:

Jason,

As I was reading this, I thought of your "team". This article may provide some insight to some issues. Maybe you're already aware of some of these things but thought it couldn't hurt to pass it along to you.

Thanks,

Steve Bodine

Bodine Construction Co.

Thank You

Assessment: Crawlspace

A) During my evaluation on May 6, 2003, weather conditions are sunny. Rainfall the last week has been moderate. Viewed was the presence of standing water, mostly puddles, with approximately 2 inches of standing water and with evidence of up to 3 inches of past flooding. Water was present both above and below the vapor barrier. B) The below grade downspout drain pipe (roof drains) was flow

50. Shea ultimately hired Bodine to perform drainage inspections on over 100 homes at Trilogy in 2003. Bodine found numerous problems and provided Shea with written reports complete with color photographs. Bodine determined that even the clubhouse at Trilogy required over \$40,000 in drainage remediation work well after it was completed. Bodine's inspections revealed several inches of standing water in crawlspaces, a lack of pea gravel, and other defects, including in a home that Shea currently had on the market.



51. Shea never disclosed any of these conditions to prospective Trilogy buyers, and never told any prospective buyers or owners at Trilogy that, despite the known, wet conditions

1 on Redmond Ridge both above and below ground, it had directed its concrete subcontractors to
2 omit the engineer-required pea gravel and moisture barrier from their scope of work in pouring
3 the garage slabs.

4 52. To the contrary, Shea promised that its foundations systems were “engineered for
5 local soil types to ensure greater structural integrity,” and that it took extra steps to ensure proper
6 drainage:

7
8 **To ensure proper drainage in the crawlspace, Shea Homes installs footing drains surrounding
9 the house and a French Drain system (or low point drain), inside the foundation walls. We
10 then lay 3-4 inches of drain rock on the finish
11 grade and a vapor barrier on top of the drain
12 rock.**

13 **This engineered foundation will provide you with
14 the added confidence that your Trilogy home is
15 solid from the ground up.**

16 53. Early in 2003, as Shea’s recently disclosed internal files revealed, Shea customer
17 service personnel – who were either unaware of Shea’s omission of the moisture barrier and pea
18 gravel under the garage slabs or were directed by their superiors to search for an excuse – began
19 researching the possible cause of water intrusion and efflorescence on the garage floors at
20 Trilogy. They obtained a concrete industry article that indicated the likely source: lack of
21 moisture barrier and capillary break.

22 54. Rather than reveal the problem to homebuyers or change its construction practices
23 (adding perhaps \$50 to the cost of each home for the plastic and gravel), Shea began concocting
24 false explanations. In early 2005, Shea wrote to multiple homeowners:

25 **Recently, it was brought to the Shea Homes Customer Service Department attention your
26 concerns regarding your garage floor. During our recent weather change we received
27 some calls during a 48-hour period of time from homeowners with noticeable moisture
28 on their garage floors.**

**We appreciate your patience while we researched the cause over the last week. The
following assessment was made after on site trade professionals as well as outside
research was done to determine the cause.**

1 55. Instead of coming clean and admitting the true source of the problem, Shea
 2 blamed the wet garage floors on a change in the temperature:

3 **The large and sudden temperature change causes condensation to occur. Sudden change**
 4 **left a temperature difference between concrete and air. According to *Concrete***
 5 ***Construction (August 1997), "Warm air holds more moisture than cold air. When the***
 6 ***temperature increases rapidly, the concrete temporarily remains colder than the air,***
 7 ***causing moisture in the air to condense on the floor."***

8 **As you may have noticed your floors have begun to dry out. With the information**
 9 **provided and research Shea Homes does not feel there is a defect in product or**
 10 **installation present. If you have any questions regarding any of this information please do**
 11 **not hesitate to contact the Shea Homes Customer Service Department at 425-836-2379.**

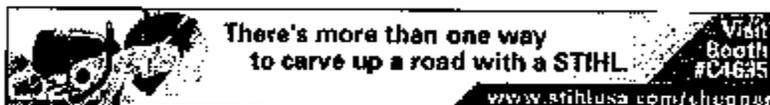
12 56. Shea had not actually obtained or read the referenced article, but instead copied
 13 the reference from a Yahoo search result for "wet garage floors," which was intended in answer
 14 to a question about wet garage floors after a drop in temperature in Louisiana:

15 **YAHOO! SEARCH** Help - [Help for Webmasters](#)

16 « back to results for "wet garage floors"

17 Below is a cache of <http://www2.worldofconcrete.com/ThisMonth/ProbClinic.asp?ProbClinicID=c970658b&PubID=1>. It's a snapshot of the page taken as our search engine crawled the Web. We've highlighted the words: **wet garage floors**. The web site itself may have changed. You can check the current page (without highlighting).

18 *Yahoo! is not affiliated with the authors of this page or responsible for its content.*



19 WORLD OF CONCRETE: 1-0

20 **World of Concrete** Tuesday, December 28, 2004

21 **World of Concrete's** **Correcting a Wet Garage Floor**

22 **Producer Center** **Question**

23 **World of Masonry** I live in Louisiana. Many times my garage and shop floors become very

24 **Exhibitor List** wet and slippery during the winter, when the air temperature changes

25 **Seminars** quickly from cold to warm. What can be done to concrete floors to

26 WORLD OF prevent this from happening? I'm also installing a new shop floor and

27 would like to know what can be done during construction to prevent this

28 problem.

Answer

1 57. A short time after Shea provided that inaccurate explanation to Trilogy
2 homeowners, Shea representative Ella Montgomery contacted its Arizona concrete contractor,
3 Jim Bebout, regarding the garage floor problem at Trilogy. Mr. Bebout's response was
4 straightforward:

5
6 Ella,
7 When slabs are wet, it is typically due to the presence of hygroscopic water under the slab
8 being wicked through the slab. This water could have been there from rains, pad pre-soaking or high
9 water table or snow melt levels. At any rate, most concrete mix designs are relatively porous and are
10 susceptible to "wicking" free water through tiny slab capillaries to create a moist slab condition
11 throughout the slab and its surface.
12 If the slab is wet and there are visible signs of moisture present, theres really no need to throw money
13 away on moisture testing, that will just tell you what you already know.
14 The focus would then shift to moisture abatement.

15 58. Mr. Bebout went on to describe the only two methods of dealing with the
16 problem, and both methods require removal of the garage slab. He also wrote:

17 What is particularly odd about your condition is the moisture being present in the garage... where there
18 is no sealed environment. Wicking of free water or vapors is most common in the livable area of the
19 house where the conditioned area is under a low pressure environment and the moisture under the slab
20 is under a high pressure environment. This condition leads to moisture being drawn into the slab in a
21 wicking affect.
22 In a garage area, the space is not conditioned and should not be conducive to "pulling" the water up
23 through the slab.....this leads me to believe youre dealing with poor drainage conditions and or very
24 high water table coupled with poor drainage away from the slab.
25 It should be noted the slab can be sealed, however, our experience with this has been poor. The cost to
26 seal a wet slab is much more cost prohibitive than removing and replacing the slab. Particularly given
27 the size slabs youre dealing with.

28 59. Nevertheless, more than a year later, Shea was still building garage slabs without
the required moisture barrier and capillary break (even though it had already been forced to
replace a few slabs and install these omitted construction elements). And, as a recently obtained
internal Shea document demonstrates, Shea was even considering using a sealer despite its own
Arizona concrete subcontractor having advised against it:

- Garage Slab replacements this continues to be an issue. Any suggestions here would be greatly appreciated. We are looking at a sealer, but don't have any evidence that it works. We have replaced slabs and it is really snowballing.

60. Without justification, Shea refused to repair or replace its defective garage slabs. Instead, Shea used a widely discredited calcium chloride test for water transmission through the slab, but told homeowners: (1) that the test could only be performed in the dry months; (2) that

1 the test results could not be shared with the homeowner; and (3) that the test result was just “one
2 of several factors” that Shea considered in deciding whether a particular garage slab should be
3 replaced. All the while, Shea was building homes on sites so wet that – even in summer months
4 like August – they contained deep standing water as in the photograph below.



5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20 61. According to a recently obtained document from Shea, Shea did not begin
21 installing moisture barriers under garage slabs on the homes it was building at Trilogy until after
22 July 2007. But by that time, Shea had built over 1,100 Trilogy homes without the required
23 moisture barrier or drain rock. To date, Shea has replaced 101 garage slabs, installing moisture
24 barriers before re-pouring those slabs. But over 1,000 defectively constructed and installed
25 garage slabs remain at Trilogy. Each homeowner was subject to the same omission by Shea,
26 namely it omitted to tell them that the garage slabs were not constructed and installed according
27 to the County-approved plans and soils report. And each homeowner has suffered the same
28 result: water and efflorescence percolate through their garage slab.

1 62. At least 614 of the Plaintiffs in this action have garage slabs defectively
2 constructed without drain rock and moisture barriers.

3 **2. Shea Cut Corners on Corbels – Shea Omitted Metal Flashing on Corbels and**
4 **Knee Braces.**

5 63. Certain models of Trilogy homes, including at least 70 of Plaintiffs’ homes, have
6 knee braces and/or corbels. A knee brace extends off the house with a horizontal, 6”x6” timber
7 supported by a vertical member flush against the house and an angled member creating a
8 triangle. A corbel or outlooker is the horizontal member by itself. (Sometimes the terms
9 “corbel” and “knee brace,” are used interchangeably.) Both corbels and knee braces can be seen
10 in this photograph of a Trilogy home:



23
24 64. In the photo, there is a knee brace in the foreground and another at the peak of the
25 roof below the fascia. There are several corbels that run across the top of the garage. Although
26 corbels and outlookers may look good from ground level to unsuspecting Trilogy home buyers
27 and owners, Shea omitted the required metal flashing from atop knee braces and corbels at
28

1 Trilogy from 2002 to 2012. As a result, regardless of how well a homeowner maintains their
2 home, the corbels and knee braces rot.

3 65. The four photographs below are from one Trilogy home shortly before and during
4 the removal and replacement of the knee braces and corbels:



23 66. Trilogy home buyers Bill and Diane Fehr had to replace the corbel shown in the
24 photo below and numerous others at their Trilogy home after Shea had "repaired" them once
25 already, and despite the Fehrs' regular maintenance of their home's exterior:

26
27
28



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

67. An internal Shea document recently obtained shows that in August 2009, Shea calculated its “Exposure by Plan” for each of the home plans (models) at Trilogy based on its omission of the flashing from the corbels and knee braces. Shea calculated that the cost of replacing those components on the 671 homes that it had built by that time was in excess of \$1.4 million.

Plan	Small Corbel	Large Corbel	Small Knee Brace	Large Knee Brace	Total	Count	Exposure By Plan
2040C4				13	\$ 3,250	11	35,750
2050C				11	\$ 2,750	9	24,750
2050C2				11	\$ 2,750	3	8,250
2050C2F				11	\$ 2,750	1	2,750
2050C4				11	\$ 2,750	4	11,000
3320A				3	\$ 750	46	34,500
3330A			2		\$ 320	17	5,440
3340A			2		\$ 320	28	8,960
4050A				1	\$ 250	30	7,500
4050C		9			\$ 720	22	15,840
4060B		4	4	4	\$ 1,960	23	45,080
4060C		3			\$ 240	65	15,600
4081A		9			\$ 720	18	12,960
4081B		2		1	\$ 410	44	18,040
4091A		1		4	\$ 1,080	15	16,200
4091B		9			\$ 720	31	22,320
4091C		3		2	\$ 740	24	17,760
6220C		3		26	\$ 6,740	97	653,780
6230C		8		16	\$ 4,640	17	78,880
6240C				15	\$ 3,750	15	56,250
6250C				22	\$ 5,500	6	33,000
6510B	7				\$ 420	31	13,020
6530A	15				\$ 900	5	4,500
6540A		3			\$ 240	15	3,600
6540B			8	4	\$ 2,280	14	31,920
						671	1,442,150

68. Despite having to replace rotted corbels on its model homes, and intentionally omitting the structurally required ½” lag bolts, Shea continued to build homes with unflashed corbels and knee braces until 2012, and all the while Shea told homeowners that their rotting corbels were due to a lack of adequate “homeowner maintenance.” On the model homes that Shea repaired and then sold to unsuspecting buyers, Shea asserted in an internal document that the rotting corbels would be attributed to “homeowner maintenance” after the sale. As with all its omissions, Shea never disclosed to any buyer the deviations from approved plans.

69. Rotted corbels and knee braces have fallen off of several Trilogy homes. Shea even secretly replaced one such fallen corbel, using a work crew that Shea specifically instructed

1 not to wear the Shea-standard, blaze orange work shirts. Shea was so intent on hiding its need to
2 repair the failing corbels that it took great pains to deceive the Trilogy homeowners so they
3 wouldn't learn that the failing corbels were not a "homeowner maintenance" issue but rather
4 were a problem of Shea's own making.

5 70. As Shea discovered more and more rotting corbels between 2009 and 2011, it
6 looked for ways to limit its potential \$1.44 million "exposure." Shea settled a pending class
7 action lawsuit involving only failing and moldy paint, known as the "Gaines Litigation" or
8 "MOTH (Mold on the Houses) Litigation." It then claimed that it had intended to include all
9 possible construction defect claims within that limited settlement. After settling the paint case,
10 Shea personnel circulated an internal email dated October 24, 2011 which, after studying the
11 plan to contend it had settled all possible defect claims, concluded that the Gaines Settlement
12 *could not be interpreted* so as to include the rotting corbels and columns.

13 71. Nevertheless, Shea personnel – including Area Vice President Richard
14 Obernessor, in June 2012 – advised Trilogy homeowners *after the October 24, 2011 email* that
15 any claims regarding rotted corbels were barred by the prior class action settlement. Indeed,
16 Trilogy homeowners Bob and Gwen Blough received that explanation from Patti Conrad of Shea
17 in a letter dated May 31, 2012:

18 Dear Mr. & Mrs. Blough:

19 Thank you for your recent correspondence. We understand you request repairs to your
20 exterior decorative wood corbels. We do not believe Shea's warranty covers this
21 condition as it is homeowner maintenance. In addition, by participating in the Gaines
22 settlement and release, you have discharged Shea from making these types of repairs.

23 Best regards,

24 Patti Conrad
25 Shea Homes
26
27
28

1 72. And Shea made the same, false assertion in a subsequent legal action, *Blough, et*
2 *al. v. Shea Homes, Inc.*, both in arbitration in December 2012 and in its failed Motion to Dismiss
3 filed in that action in July 2013.

4 **3. Shea Cut Corners on Columns – Shea Omitted Water Intrusion Elements on**
5 **Every Column It Built at Trilogy**

6 73. The architect’s plans required flashings on the tops of columns to prevent water
7 entry, and weep screeds at the bottom to allow any water that entered the column to escape.
8 These elements are essential to prevent rot. Omitting either component will lead to water
9 damage. Nonetheless, consistent with the Shea Way of doing business, Shea omitted flashing on
10 most columns and omitted the weep screed on every column at Trilogy.

11 74. After seeing many of the columns fail and repairing its own model homes, in
12 2007 Shea quietly investigated the cause of the failing columns on numerous homes at Trilogy.
13 It inspected homes without informing the homeowners so as not to arouse concern. Shea
14 concluded that “water is penetrating the cavity of the column in several ways. This has [caused]
15 and is currently causing damage to the different building materials used in the construction of the
16 column.” The report’s author also wrote, “I noticed that the footing or base of each column sits
17 below the flatwork of the home. This is a major concern that will cause water to penetrate from
18 the bottom up. The column base should be set above flatwork just as porch columns are done in
19 a typical installation practice.”

20 75. The report noted that the columns had been rotting from the inside out, that this
21 process likely began “soon after installation of the building materials,” and that “all materials
22 will eventually erode and challenge these areas as time moves forward.” The author questioned
23 whether the information should be shared with Trilogy owners. Not surprisingly, Shea kept the
24 report and its findings a secret.

25 76. In 2009, an internal Shea email by Shea’s area vice president acknowledged “a
26 struggle on the columns from the outset” of the project. And in 2011, an internal Shea email
27 acknowledged that columns were not built to plan and noted, “It states clearly on the plans that
28

1 the plan is for the architectural design and that flashing and weatherproofing are the
2 responsibility of the contractor.”

3 77. Despite this clear knowledge, Shea advised Trilogy homeowners that the column
4 failures were a “homeowner maintenance” issue. Here is an example of just one Trilogy
5 homeowner’s problems with her columns, in spite of the fact that she *regularly and properly*
6 *caulked and painted per Shea’s recommendation:*



19 78. A close-up of the column shows it was well-painted and caulked:



79. The well-maintained caulk and paint hid the ugly truth that only Shea knew:



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 80. The column was built without a weep screed, and there is no concrete supporting
2 the framing. As a result, the entire column, like every other column at Trilogy, must now be
3 replaced.



14 81. The same condition can be found upon opening columns throughout Trilogy,
15 including at many other Trilogy homes such as this one:



1 82. As with corbels and knee braces, Shea replaced failed columns on its own model
 2 homes before selling them, but it never revealed this problem to its customers. Instead, corporate
 3 policy required its customer service representatives to tell the future owners, and all other
 4 Trilogy homeowners, that the water problems were attributable to “homeowner maintenance.”

5 83. Shea never disclosed its knowledge that columns throughout Trilogy were rotting
 6 from the inside because of the corners Shea cut in construction. Shea chose to continue building
 7 the inherently defective columns, knowing the problems would not reveal themselves until after
 8 the one-year warranty period ended. At that point, Shea could and did blame the problems on
 9 “homeowner maintenance” without ever revealing that it had omitted key construction
 10 components and that it knew the columns had been rotting from the date they were built.

11 **4. Shea Cut Corners on Windows and Doors – Shea Omitted Required Head**
 12 **Flashings**

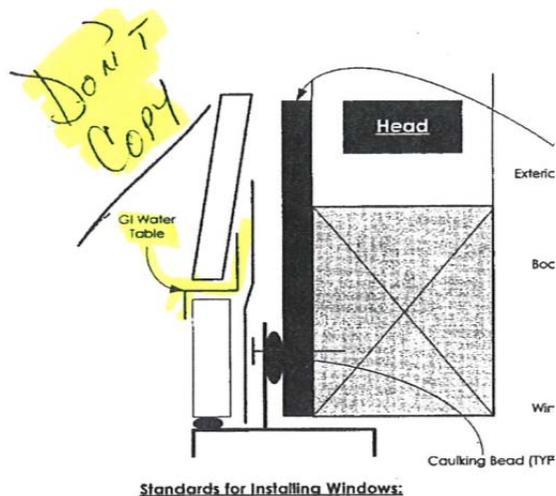
13 84. The architect’s plans for Trilogy approved by the County included several details
 14 requiring a head flashing above all windows and doors such as the one shown above in
 15 Paragraph 25 from the Hemlock plans. The architect had contemplated flashings on all windows
 16 and exposed trim from very early on, including in a letter to Shea dated May 22, 2001 which
 17 included, among recommended specifications:

18 Flashing at all detail trim and at window heads

19 85. Shea’s own, subsequent specifications for the project dated October 8, 2001
 20 likewise called for these flashing details to be followed:

21 Flash all windows per plan details

22 86. And the window manufacturer, Milgard, also provided Shea with installation
 23 standards that include a head flashing, but Shea rejected it, as evidenced by a document obtained
 24 from Shea’s internal files:
 25
 26
 27
 28



9
10
11
12
13
14

87. To save a few bucks per house, however, and rather than build the homes at Trilogy as required by: (1) the architect; (2) the County; (3) the building code; (4) the window manufacturer; and (5) even its own specifications, Shea simply omitted the 26-gauge metal flashing and eliminated the 2x4 trim above the windows during the first seven years of construction at Trilogy and into 2008 – by which time Shea had sold the large majority of homes and reaped the profits from its deceptive practices.

15
16
17
18
19
20

88. Shea's siding contractors, just like Shea's concrete contractor, urged Shea to follow the plans and install the necessary flashings. As with the other advice it received, Shea ignored it and instructed its siding contractor to run the horizontal lap siding right up to the windows and doors and then slap cheap 1x4 white wood on top of the siding as "trim." As a result, water makes its way behind the trim causing rot damage to the trim and siding from the inside that is hidden from the unsuspecting Trilogy homeowner.

21
22
23
24
25
26
27
28

89. Only several years later, when the rot has made its way to the exterior of the trim, does a homeowner learn the consequence of Shea's omission of the head flashings. Here is a window on one Trilogy home, and you can see that water has made its way behind the trim and is coming out the bottom:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



90. This water intrusion leads to unseen rot, such as on this Trilogy home:



Trim showing decay and fungal growth



Backside of removed trim

91. The same condition reveals itself around unflashed doors, all as a result of Shea's omission of head flashing:



Rot discovered under paint

Close-up of rot at door trim

92. Shea’s own expert has acknowledged under oath that Shea omitted head flashing above doors throughout the project.

5. Shea Cut Corners on Patios – Shea Omitted Flashing at the Patios

93. At every home at Trilogy, Shea omitted the flashing at the patio-to-wall interface, and instead Shea poured concrete directly against wood siding. This was in violation of the building code, industry standards, and the architect’s recommendations.

94. In 2002, the architect provided a Shea-requested detail but specifically noted that Shea’s plan to pour the patios against the wood rather than the foundation was *not recommended*:

The porch/patio merely shows the location of the adhesive water resistant membrane. This is not our recommended detail. We prefer the top of the foundation wall held up to align with the porch slab.

95. Shea’s subcontractors likewise urged Shea not to pour concrete patios against the wood and to install an L-metal flashing. But Shea omitted the flashing. The patios poured at Trilogy “pull” the house down when settling, such as what occurred at this Trilogy home:



1
2
3
4
5
6
7
8 96. And Shea’s failure to install an L-metal flashing also means that water makes its
9 way down between the patios and the wood, which leads to damage such as at this Trilogy home:



10
11
12
13
14
15
16
17
18
19
20
21 97. As with corbels, knee braces, and columns, Shea replaced damaged wood due to
22 missing patio-to-wall flashing on one of its own model homes before selling it.

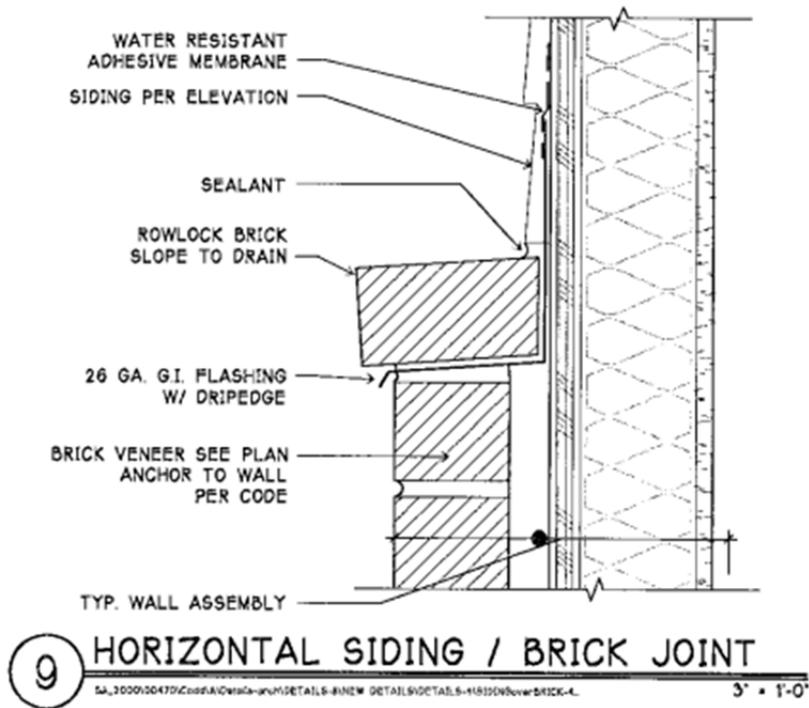
23 **6. Shea Cut Corners on Exterior Walls — Shea Omitted Flashing at the Stone
24 Vener Wainscoting**

25 98. Shea omitted flashing where the stone wainscoting meets the wood trim above.

26 99. The photograph below depicts an example of the stone veneer wainscoting on one
27 home at Trilogy:
28



100. The architect's drawings approved by King County required the installation of a flashing at the wainscoting:



1 101. Shea failed to install the required flashing on 851 Trilogy homes. And Shea
2 failed to acknowledge its omission even when homeowners such as this one raised concerns:

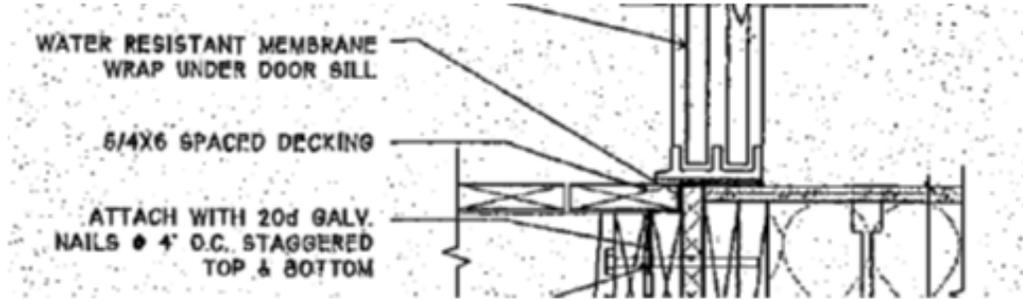
3 We also have some concerns about water getting around the brick work and another issue there. I would like to show
4 you or someone while the weather is hot. It may need caulking or something or we are going to have a
moisture/mold issue.

5 102. The lack of flashing above the wainscoting prevents water from draining away
6 from the wall, allowing water to remain against the wood behind the impermeable wainscoting
7 materials and causing rot behind and above the wainscoting. The photo below is of a Trilogy
8 home with rot – including visible mushrooms growing – atop the unflashed wainscoting:

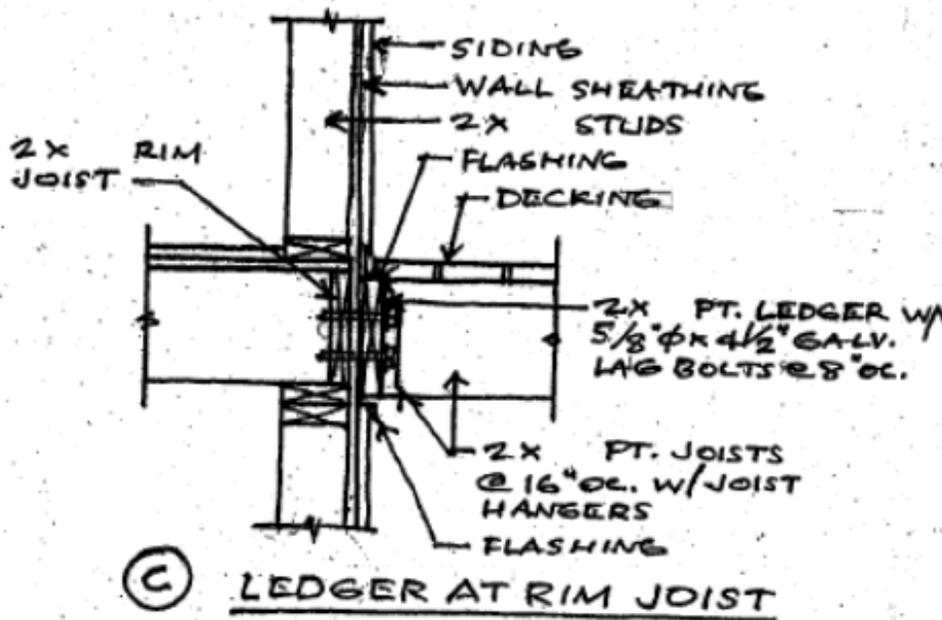


22 **7. Shea Cut Corners on Decks – Shea Omitted the Flashing at the Deck-To-**
23 **Wall Interfaces**

24 103. The approved plans for Trilogy required a water resistant membrane to be
25 installed where the decks meet the house. This requirement was in the original drawings for
26 Trilogy and all modified versions:
27
28



104. A similar detail was included in the permitted drawings for individual decks built by Shea at Trilogy after original construction, such as this detail from Lot 1165 at Trilogy which clearly shows that flashing is required:



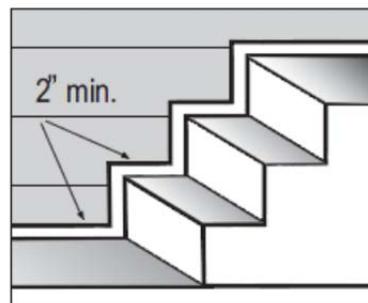
105. Shea built the decks at Trilogy directly against the siding and/or wood trim, like at the Trilogy home shown here:



106. If installed, the flashing allows water to escape from behind the siding onto the deck while also preventing water from making its way down into the deck-to-wall joint, where it can cause rot. That z-flashing is required if the deck is not built at least two inches below the siding, as required by the building code, the siding manufacturer, and standard good building practice:

Figure 4

Maintain a minimum 2" clearance between James Hardie® products and decks, paths, steps and driveways.



107. When homeowners inquired about the missing flashing, Shea misrepresented its obligation to install such flashing. For example, one new Trilogy homeowner wrote to Shea in 2012 expressing several concerns with her deck, including the missing flashing:

I noticed there is no mention of the flashing that is missing where the deck is attached to the house. The bolts are just screwed right into the

1 siding on the house. Flashing is definitely needed. I assume you will
2 also be fixing this so I don't have any eventual water damage from the
rain water getting in behind and under the siding.

3 108. Patti Conrad of Shea responded to her with this inaccurate statement:

4 **We also did not install the flashing as it was not required as part of the deck building**

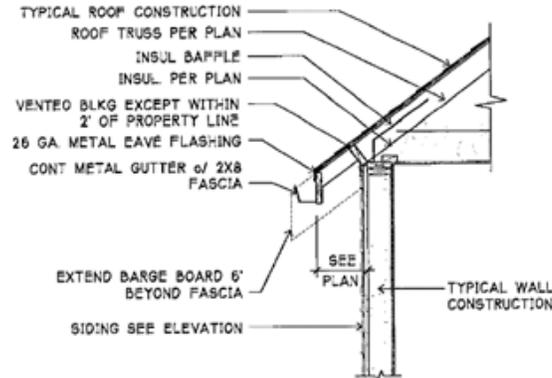
5
6 109. As a result of Shea's omission of the required flashing at the deck-to-wall
7 interface, water damages Trilogy homes at that interface. The photograph below shows an
8 example of the rot damage that results and that can go unseen for years under the exterior paint:



21 **8. Shea Cut Corners on Roofs – Shea Omitting Eave Flashing**

22
23 110. The plans required 26-gauge metal eave flashing to be installed at the roof-to-
24 gutter transition so that rain water would make its way into the gutter rather than down the side
25 of the house. Here is a typical eave detail from the approved plans:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



3 TYP. EAVE DETAIL 1/2" = 1'-0"

111. Shea failed to install this required eave flashing, and as a result, water runs behind the gutter and down the fascia board leading to rot. Here are photos of three different Trilogy homes showing different views but consistent consequence of this Shea omission:



9. Shea Cut Corners on Drainage – Shea Installed Inadequate Drains and Ventilation in Crawl Spaces

112. As noted above, Shea had extensive knowledge very early on in its construction of Trilogy that its home sites had inadequate drainage, that homes suffered standing water in the crawlspaces and yards, and that as a result of the moisture many homes suffered hardwood floor damage including cupping, warping, and separation. Shea agreed to replace numerous hardwood

1 floors at Trilogy (while denying the existence of a problem or any liability to other Trilogy
 2 homeowners), and when in 2006 Shea tried to blame its flooring supplier, Superfloors, Shea got
 3 a swift rebuke from Superfloors explaining the problem again, as it had previously: moisture.

4 *It is not the quality of the product causing this his issue it is moisture trapped in his floor. I have given you the
 Wood and Water book twice. Pages 19, and 20.*

5 *I strongly encourage Shea to place fans under this house to prevent any new moisture issues and to help install
 6 a higher confidence level in the home owner. I was happy to see that you are moving forward with a dehumidifier.
 This will also insure that the sub floor will be at the proper moisture level to prevent this from happening again.*

7
 8 113. Shea ignored the advice and did nothing to address the moisture problems. It
 9 should have been no surprise to Shea when, a year later, Superfloors submitted an independent
 10 inspector's report to Shea regarding another Trilogy home with moisture problems and failing
 11 floors. The inspector's conclusions were the same:

12 *There must be enough ventilation under the house to move the moisture. The minimum that is
 13 recommended for hardwood flooring to be stable for a 2,400 square foot area is 36 square feet, but there
 14 was only 13.23 square feet installed. At sometime there must have been a lot of moisture under this
 15 house, because the moisture content in the joists, beams and posts, as well as the relative humidity were
 too high. There is only one thing that causes hardwood to move post-installation and that is moisture.
 Moisture is either going into the wood (causing swelling) or it is leaving the wood (causing shrinkage).*

16 114. Shea still concealed and refused to acknowledge that it had caused the problems
 17 by refusing to spend the money necessary to install the proper drainage at Trilogy. Shea
 18 continued this ruse for years, including two years later when, in 2009, Shea made an insurance
 19 claim to recover the costs of replacing that very floor due to the moisture damage. Shea
 20 represented to its insurer that the floor was damaged during other repair work:

21

Last Name: <i>Stoddard</i>	First Name: <i>Mark</i>	Middle Name:
Community: <i>TRR</i>	Home site: <i>8088</i>	Close of Escrow: <i>3/31/06</i>
Address: <i>11834 Big leaf wayne</i>	City: <i>Redmond, wa.</i>	Zip Code: <i>98053</i>

22

23 Cause of Incident: *Tiles on kitchen countertop did not match & had to
 replace countertop. During repairs replacement sink, cabinets,
 walls & floors were damaged & had to be repaired.*

24 Payee: Shea Homes Other: Tax ID: _____
 (For Non Shea Payee)

25 Amount Requested: \$ *17,834.06*

26 Reason for payment to other than Shea:

27

28

1 115. Shea made numerous other insurance claims and recovered money for hardwood
2 floors Shea replaced due to excessive moisture, while at the same time Shea was telling other
3 homeowners that it was not responsible for their floor problems.

4 116. Shea installed crawlspace fans in various homes but concealed the real reason for
5 having done so. Shea even prepared a script (“external conversations”) for customer service
6 representatives (“CSRs”) to use in explaining the crawlspace fans to homeowners, with a
7 separate, explanatory section (“internal information”) for the CSRs’ eyes only that has
8 contradictory information and demonstrates that Shea’s representations to owners were
9 intentionally deceptive.

10 117. Shea has continued its unfair and deceptive practice regarding its omitted
11 drainage and damage right through to 2014, professing to have no knowledge of ongoing
12 drainage problems at Trilogy. Patti Conrad, a Shea CSR, wrote to Plaintiff Jim Green in 2014,
13 concocting a slew of false reasons for the problems with moisture and hardwood floor failures at
14 Trilogy homes. Wrote Ms. Conrad:

15 As a builder, Shea Homes cannot control over what has occurred
16 over the many years the home has been occupied, specific to
17 weather conditions, additional hardscaping in the back of the
18 home, augmented landscaping and the natural movement and
19 evolution of the protected wetland directly behind this home.

18 118. By the time Ms. Conrad of Shea wrote this in April 2014, Shea had known for 12
19 years that its defective drainage saturated the ground under and around the Trilogy homes. The
20 virtual ponds below the hardwood floors were breeding grounds for mold and damaged the
21 floors, such as occurred at the Greene home and many other plaintiffs’ homes.

22 **10. Shea Cut Corners on Driveways – Shea Poured Slabs Directly Over Wet Soil
23 and During Heavy Rains**

24 119. Shea poured driveways at Trilogy on uncompacted, wet soil, and as a result
25 driveways are failing in multiple divisions throughout Trilogy. Shea knew that its methods of
26 construction were causing driveways to fail as far back as 2003, as indicated by a homeowner’s
27 email to Al Seaton of Shea:
28

1 **Albert Seaton**

2 **From:** DeeganRL@aol.com
3 **Sent:** Tuesday, November 25, 2003 9:38 AM
4 **To:** Albert Seaton
5 **Cc:** karinp@windermere.com
6 **Subject:** 3009

7 **Al:**

8 The front sidewalk, entry patio, and top half of driveway were poured last week in the very heavy rain storm. The contractor did not adequately cover the new concrete to protect it from the elements. As a result, there are several areas that have incurred significant surface erosion, leaving a very rough and uneven surface. This needs to be repaired.

9 Roger

10 120. Just as it refused to compact the soil below the garage slabs and drain the crawl
11 spaces before building, Shea refused to alter its faulty construction practice. As a result, the
12 aggregate on the driveways spalls, as it has here at the home of Plaintiff Joan Myers:



20 121. The failing, spalling driveways built by Shea lead to pooling water and further
21 failure. Failed aggregate pours into gardens, curb gutters, and storm water outfalls.

22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



122. Shea replaced only a select few failed driveways, even making insurance claims to recover the monies it spent correcting its own defective work:

J.F. SHEA HOMES CLOSING REPORT
Submit to AIGDC with final bills and Homeowner's release

Date: 1/26/2010

W NUMBER 683-320110
Leave blank if unknown

Community Type: Shea UDC

Owner Information:

Name: Scheunemann	First Name: Art	Middle Name: C.
Community: TRR	Home site: 9120	Close of Escrow: 4/27/2007
Address: 13705 Morgan Dr. NE	City: Redmond	Zip Code: 98053

Incident: Joint driveway was holding water in middle of driveway due to grade settling. Had to tear out driveway, regrade and pour new driveway.
 Shea Homes Other: Tax ID: (For Non Shea Payee)

Amount Requested: \$ 17,286.13

123. True to the Shea Way, Shea continued to tell homeowners, including Plaintiff Joan Myers and others, that the driveways were within industry standards, while at the same time Shea customer service personnel mocked Trilogy homeowners, in internal emails, for their “driveway envy.”

1 **11. Shea Cut Corners on Roof Framing – Shea Failed to Install Necessary**
2 **Structural Supports**

3 124. True to the Shea Way, Shea omitted plan-required structural supports from the
4 roofs at over 500 of plaintiffs’ homes. This includes every home except the Nice and Monaco
5 models, as well as the elevations known as “Prairie” or “C” on other models at Trilogy.

6 125. Plaintiff Barbara Goldhammer learned that her roof is sagging along all the eaves,
7 across the top ridge, and across a dormer. Here are two photos with the Goldhammer eave
8 problem circled in red:



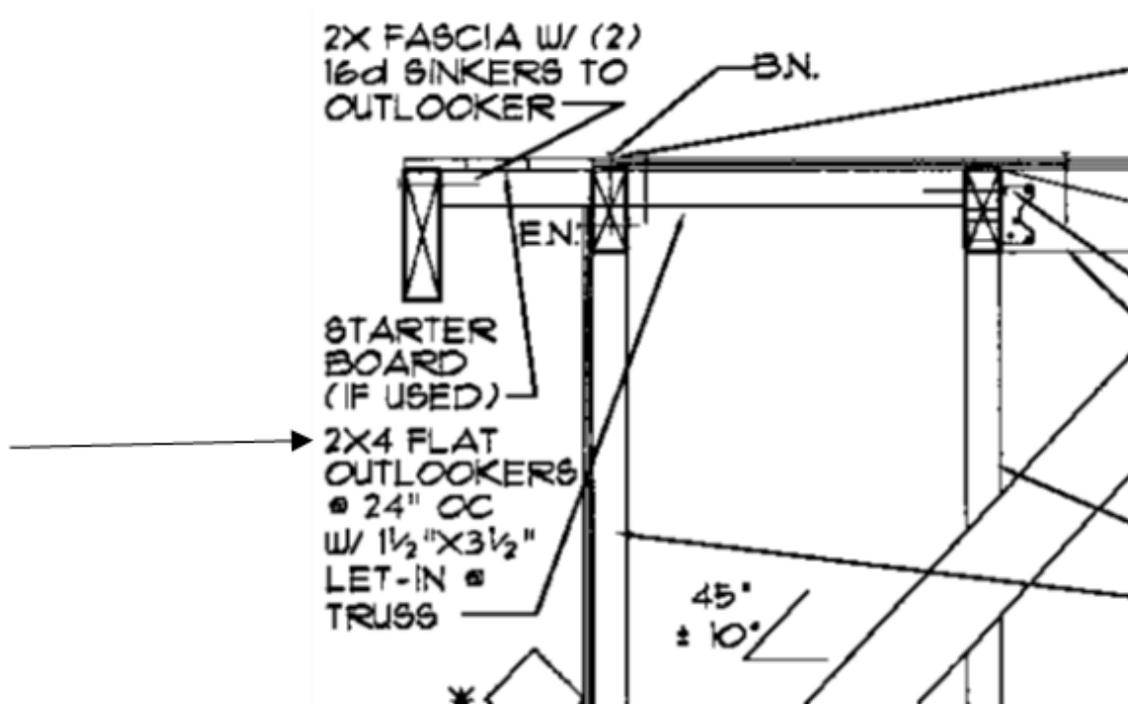
21 126. The problem exists on hundreds of other homes of varying models at Trilogy,
22 including these three homes:



18 127. Barbara Goldhammer notified Shea of the roofing problem on her home, and on
19 September 25, 2014, Barry Cunningham from Shea Customer Service visited the home with a
20 structural engineer, Ted Smith of Smith and Huston. Mr. Huston observed the conditions from
21 the outside but he did not want to go inside the home or look in the attic.

22 128. Barry Cunningham returned to the house on October 17, by which time he had
23 with him a written report by engineer Ted Smith regarding Ms. Goldhammer's sagging roof. He
24 refused to give her a copy of the report but he allowed her to copy only a single page, and only if
25 he watched her make the photocopy. Barry Cunningham admitted to Barbara Goldhammer on
26 October 17 that Shea had used an inferior product for roof sheathing at the eaves, and that Shea
27 installed inadequate bracing at the eaves. This inadequate structural support is easily confirmed
28

1 by the drawings, which require outlookers under the eaves every two feet (24 inches on Center,
 2 or 24"OC).



14 129. Shea built the homes at Trilogy with outlookers spaced at 4 feet (48"OC) rather
 15 than at 2 feet as required by the plans. Here is a photo of the outlookers on one of many such
 16 homes at Trilogy. The arrow points to one of the outlookers:



17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27 130. Barry Cunningham of Shea also told Barbara Goldhammer on October 17 that
 28 every home that Shea built at Trilogy with the same materials and in the same manner

1 (inadequate structural bracing) eventually will have the same roof problems. Ms. Goldhammer
2 asked Cunningham if Shea would be contacting all homeowners to be “honorable” about this,
3 notifying them of this serious problem with their homes. Much to her dismay, Cunningham said
4 no, homeowners would need to approach him.

5 131. Mr. Cunningham along with structural engineer Ted Smith returned to the
6 Goldhammer home again on November 6. Mr. Smith spent a few short minutes up in the attic,
7 and came down to report that everything looked fine. He concluded that the repair necessary
8 was simply hammering up some 2x4s under the eaves, without extending them into the house to
9 attach to the next truss chord.

10 132. To ensure that Shea was not again seeking to cut a corner by performing an
11 incomplete investigation and/or by proposing an inadequate repair, plaintiffs retained the
12 services of a structural engineer. That engineer inspected the Goldhammer home, including the
13 attic, and he detailed his extensive findings of Shea’s seriously substandard work. He concluded
14 that extensive work is required, including tearing off substantial portions of the roof – enough
15 that the entire roof will need to be replaced, according to numerous contractors plaintiffs have
16 spoken with – and installation of additional structural supports (outlookers) as well as attachment
17 of the existing supports that Shea simply left “floating” with no nails attaching them to the truss.

18 133. Despite Shea mouthpiece Barry Cunningham’s assertion that this serious framing
19 omission exists only on homes built after 2009, in reality the resulting failing roofs on houses
20 dating back to the very first homes at Trilogy, built in 2002. And this condition exists on almost
21 every model. This includes the four most numerous models at Trilogy – Hemlock, Whidbey,
22 Discovery, and Bainbridge – as well as several other models.⁵

23 134. Mr. Cunningham’s assertion that this is a post-2009 problem – and any assertion
24 Shea makes that it was unaware of this serious omission from the roof framing until recently – is
25 demonstrably false. In 2008, Bart and Nancy Bardelebens noticed this very problem on their
26 home, with the help of their son who worked in construction. They notified Shea:

27 _____
28 ⁵ Only the Monaco and Nice models, as well as certain styles (Cottage, Prairie, and “C” elevations) of other
models, do not contain this serious framing omission that leads to sagging eaves.

1 From: nmil@msn.com
2 To: jerome.rhoads@sheahomes.com; annie.catlin@sheahomes.com
3 Subject: SAGGING SOFFITS AND SOFFIT NAIL POPS
4 Date: Sun, 7 Dec 2008 10:45:48 -0800

5 Hi Jerome and Annie,

6 Following a walk-through of our Shea Home yesterday with Nancy's son, who has been constructing homes, as
7 well as larger structures for many years, we have noted concerns that need attention prior to our closing. In this
8 email, we will address the two major items only. Other minor concerns will be addressed in a second email to
9 you.

10 Even prior to yesterday, we have noticed the sagging soffit areas and expressed our concerns to Lauren
11 Snook. We never understood her explanation but have always felt that this detracts from the appearance of the
12 home. In several locations on the roof, the soffits are sagging and this needs to be addressed immediately. In
13 addition, there are many more nail pops ("shiners") than normal and are visible from the underside of the
14 soffits. This needs correction.

15 For your reference, I have attached two photos of our house. The first one is an example of the sagging soffit
16 area on the east side of the front dormer, which I took yesterday. The second picture was taken during the
17 building process and illustrates a definite ridge between the roofing material and the material used for the soffit
18 construction. You can see this if you magnify the dormer area. This doesn't seem proper and we want
19 verification from the manufacturer and/or subcontractor to determine that the soffits have been built per
20 specifications.

21 We believe that the contractor used inferior soffit materials on the edge of the roof. The best possible solution
22 for both the sagging soffits and nail shiners is to replace the entire roof. Simply replying to us that this is

23 "code" or Shea standards is entirely unsatisfactory. As we are very close to closing, your immediate response is
24 necessary.

25 Bart and Nancy Bardeleben

26
27
28
135. Here is a picture of the Bardelebens' roof before Shea removed and replaced the
entire roof. Hundreds of roofs at Trilogy now display the same sagging eaves:

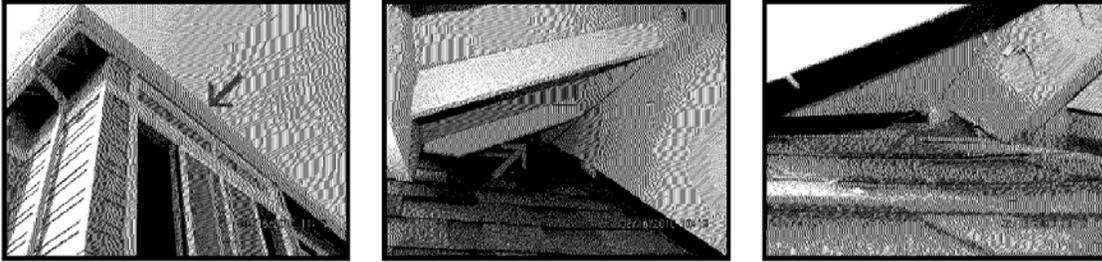


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

136. The estimated cost of performing the necessary scope of repair as set forth by the structural engineer is just over \$29,000 at each house with this defect.

12. Shea Cut Corners on Finishing – Shea Failed to Install Necessary Rodent Blocking Components

137. Multiple homeowners notified Shea of large infestations, and Shea responded by concealing its knowledge of its own omissions that led to these infestations, while selectively reimbursing some homeowners for their exterminator bills. Shea is solely responsible for the widespread rodent infestations in their Trilogy development. Shea's completed homes at Trilogy had openings and gaps around the exterior that allowed the entry of rodents. Many of these gaps and openings are not covered by the proper wire mesh, or are simply the result of other poor construction techniques. An example of these gaps and shoddy construction is demonstrated in a home inspection by Mitman Inspection Services of Dan Haag's Cedar Model:



1
2
3
4
5 *There are openings at the intersection between the overhang and the roof on the west side of*
6 *the entry through which birds and rodents can enter into the attic. These openings should be*
7 *covered with wood, wire mesh or filled with aerosol foam.*

8 *There are large gaps under the soffit vent blocks. These gaps allow insects and rodents to*
9 *enter the attic. Covering the gaps with a strip of wood and/or caulking is recommended.*



10
11
12
13 138. Below are photos of the “rodent superhighways,” as one Trilogy homeowner
14 recently called them, on Shea-built homes at Trilogy:



15
16
17
18
19
20
21
22
23 139. It is no wonder that residents have had rats in their houses – some as large as
24 small cats – as well as chipmunks in their attics, and massive spider infestations. Many of these
25 openings – such as under the bay window bumpout as shown above right and below, are hard to
26 see, requiring an inspector to crawl on the ground to locate them.

1 **Seal the underside of all bumpouts:** The main floor has been bumpout out to create more interior
 2 space at the north side and at the east side of the home. The underside of the framing under these
 3 bumpouts is covered with sheathing and the perimeter of that sheathing hasn't been sealed (see photos
 4 below). Gaps around this kind of sheathing need to be closed and sealed in order to keep rodents out and
 5 to prevent drafts in the home. I recommend you have these joints sealed now.



11 140. A recent report from a licensed Washington State home inspector, detailed Shea's
 12 negligence in constructing a typical Trilogy home:

13 Per your request of a detailed inspection performed inside the garage and crawl space areas
 14 to determine the results of the recent attempts to have the crawl space restored and a rodent
 15 exclusion performed. **Our inspection revealed no rodent sealing performed, complete non
 16 professional workmanship attempted that doesn't meet industry building standards. Our
 17 proposal provided is an accurate itemized list of details observed during our inspection that
 18 will require to be professionally and properly corrected. If performed this will help control
 19 rodents and restore the damage, improper workmanship performed to this entire crawl space
 20 area.**

18 141. The resident of this home had an estimated \$9,000 dollars in damage due to a
 19 rodent infestation. The independent inspection explains this is due to shoddy construction.

20 142. The most obvious sign of a rat infestation is the presence of dead or living rats.
 21 Rats prefer to hide, given enough space, so if rats are observed in plain sight, it is likely that a
 22 full-blown infestation already exists. These photos were taken inside a Shea home:

1 **Dead rodents found in the crawlspace:** I found the carcasses of two dead rodents in the
2 crawlspace. One of these was found below the kitchen-dinette and was pretty badly decomposed. It wasn't
3 much more than a skeleton and some hair. The other was found directly below the short hallway that
4 leads into the guest bedroom from the foyer. That one was still very recognizable and was fully covered
5 by hair and had not yet begun to decompose in earnest.



11 143. Rodent carcasses are present in numerous inspection reports similar to the one
12 above. Visible rodent carcasses, live rodents, and rodent droppings in multiple homes points to a
13 much larger construction related problem contributing to such infestations, as opposed to a
14 natural occurrence. Here is the remnant of a large rat carcass in another Trilogy home,
15 discovered by the homeowner in November 2014:



26 144. Rodent's feeding habits are destructive, and their nesting behaviors can
27 compromise the structure of infested homes. Rodents destroy insulation, electrical wiring,
28

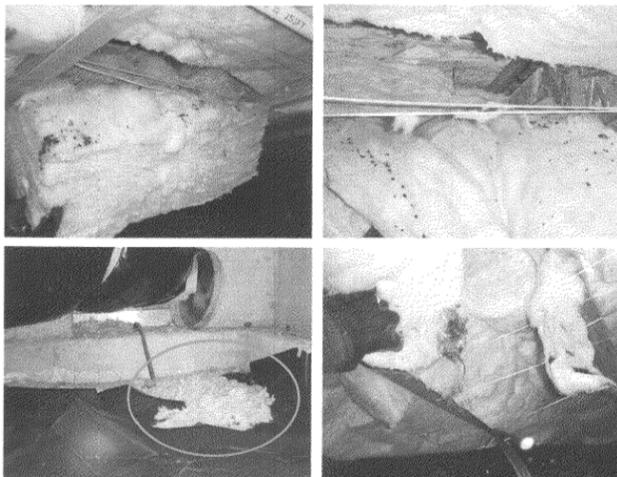
1 plumbing, and other structural components of buildings. Insulation damage alone may amount
 2 to a loss of several thousand dollars in only a few years. Energy loss from damaged buildings
 3 results in added annual costs. A recent inspection inside another Trilogy home revealed an
 4 extensive infestation:

Rodent activity

33. I saw quite a bit of mouse activity including dead mice, infested floor insulation, nests, and puddles of urine. At one concrete pad, I saw a few rat droppings.

To randomly check the quality of insulation, I pulled down about 8-10 batt ends throughout the crawl space. Every batt has droppings or nesting material. Based upon the law of averages, it's wise to assume the majority if not all the batts in the crawl space have been affected.

At the west edge about 5' or 6' from the crawl space door, I saw a burrow hole under the foundation. This is at least one spot from where the rodents could be entering.



14 145. Correction of these Shea omissions and elimination of the rat carcasses, urine
 15 odor, feces, and damage to insulation and other components is costly. Below is a cost estimate
 16 for performing this work at just one Trilogy home.

General Comments:

This project will be an extensive process to complete due to the main access being located inside the master bedroom closet, the low clearances throughout the crawl space and limited access due to the design of this home. Our estimation of completion will be 5-7 days to complete with 3-4 men working at least 8-10 hours per day. Due to the access being inside the master bedroom closet, protecting the interior of the home and personal items is "our priority" and a initial set-up is required to protect the home and to remain in place until the project is completed.

All supplies & materials:	Included
Two follow-up rodent control inspections:	\$0.00
Section: #1	\$6,950.00
Section: #2	\$1,500.00-\$2,900.00
Subtotal:	\$8,450.00- \$9,850.00

1 **13. Shea Cut Corners on Foundation Vents and Flashing – Shea failed to install**
2 **flashing above the vent trim and failed to install adequate venting**

3 146. Because the ground is so wet and crawl spaces under the living spaces are subject
4 to dampness and even standing water, Shea was required to install numerous foundation vents to
5 allow air to circulate and minimize moisture buildup and damage in the crawl spaces at Trilogy.



13 The above photograph shows crawlspace vents along just one elevation of at recently built
14 Trilogy home:

15 147. But Shea failed to flash the trim around the vents, and so the trim rots, as shown
16 on this house:



27 148. Shea also failed to install an adequate number of vents on many homes. And even
28 with extensive venting, Shea still had to install crawl space vent fans to try to increase circulation

1 and minimize moisture buildup and resulting mold damage. Shea concocted a script to use to
2 explain the purpose of the crawl space vents, and that explanation failed to disclose the problems
3 known by Shea with regard to excessive water and moisture in crawl spaces at Trilogy. Shea has
4 estimated the repair cost of the trim around each foundation vent to be \$100.

5 **14. Shea Cut Corners on Furnace Venting – Shea failed to remove the damper**
6 **from the furnace vent intake**

7 149. Shea failed to remove the damper from the furnace vent intake, leading to
8 inadequate air going to furnaces. This has resulted in premature furnace failure and excessive
9 furnace maintenance costs at Trilogy homes. Shea did not begin addressing this defect until
10 2014, and in doing this work and other roof vent repairs in an attempt to remedy its original
11 defective work, Shea made unauthorized entry on various homeowners' land, performed
12 unauthorized work on several homes, and caused damage to several homes at Trilogy.

13 **C. Plaintiffs' Homes at Trilogy Are Defective and Require Extensive Repair**

14 150. Every one of the more than 1,100 homes inspected prior to the filing of this
15 lawsuit, including all of Plaintiffs' homes, has at least one of the defects described above. Most
16 homes, including several hundred of Plaintiffs' homes, have many or all of the defects, and as
17 moisture and water continue to penetrate the construction at Trilogy, additional Shea omissions
18 and resulting damages are being exposed.

19 151. Each Plaintiff's cost of repair and stigma damages to their property value is
20 expected to well exceed \$25,000. Treble damages as allowed under the Washington Consumer
21 Protection Act, RCW Ch. 19.86, bring each plaintiff's total damages to in excess of \$75,000,
22 exclusive of interest and costs.

23 152. Shea has confirmed that for all Trilogy homes at which the garage slab was
24 poured through July 2007, Shea failed to install those garage slabs in the manner required by its
25 geotechnical engineer; namely, Shea omitted the moisture barrier and capillary break that was to
26 be installed prior to pouring the slab. Some homes have multiple garage slabs, including a main
27 garage and a second, smaller "hog pen." Beginning sometime after October 3, 2006, Shea
28 replaced at least one garage slab at 101 different Trilogy homes.

1 153. There are at least 1,087 homes at Trilogy, including 614 of Plaintiffs' homes, that
2 have defective garage slabs insofar as they were constructed without the required moisture
3 barrier and capillary break. Fourteen of the 101 houses where Shea has replaced one but not
4 both slabs, will require replacement of the remaining slab.

5 154. In 2009, Shea prepared an analysis of its "Exposure by Plan" for each of the
6 models at Trilogy that included knee braces or corbels. According to Shea's own internal
7 analysis the total cost of replacing those components on the homes built to date exceeded \$1.4
8 million. Shea did not replace those components, however, but instead continued building homes
9 at Trilogy through and including 2011 without flashing the knee braces or corbels. 597 homes at
10 Trilogy were built with defective corbels and knee braces, including Plaintiffs' homes.

11 155. Shea's 2007 investigation of columns and one of its own experts concluded that
12 the footing or base of each column at Trilogy sits below the concrete flatwork of the home, and
13 that this is a major concern that will cause water to penetrate from the bottom up. Every home at
14 Trilogy with columns suffers from this defective manner of column construction. There are 687
15 homes at Trilogy that have defective columns that require repair, including Plaintiffs' homes.

16 156. On all of 1,275 of the homes that Shea built at Trilogy before May 1, 2008, Shea
17 omitted the required head flashings above every window. When Shea finally began installing the
18 required head flashings, it did so sporadically so that of the remaining 207 homes built after May
19 1, 2008, at least 75 additional homes lack required window head flashings. There are at least
20 1,350 homes at Trilogy that have defectively installed windows that require repair, including
21 Plaintiffs' homes.

22 157. Shea's own expert admitted under oath in a related lawsuit that none of the
23 architect-specified and county-required metal head flashing is installed above the doors at
24 Trilogy. There are 1,522 homes at Trilogy that have defectively installed doors that require
25 repair, including Plaintiffs' homes.

26 158. For every Trilogy home with stone veneer wainscoting, Shea omitted the required
27 metal flashing. There are 851 homes at Trilogy that have defectively installed stone wainscoting
28 that require repair, including Plaintiffs' homes.

1 159. Shea's own expert has admitted that concrete should not have been poured against
2 white wood as it was at Trilogy homes. All 1,522 homes at Trilogy have defectively installed
3 concrete patios, including Plaintiffs' homes.

4 160. Shea failed to install the required flashing at the deck-to-wall interface of every
5 home at Trilogy with a deck, and those decks all require repair, including on the homes of all
6 Plaintiffs.

7 161. Shea failed to install the required drainage at many Plaintiffs' homes, and as a
8 result these Plaintiffs have incurred or will incur thousands of dollars in drainage repairs, mold
9 remediation, and/or hardwood floor replacement.

10 162. Shea failed to properly compact the ground or pour the driveways at dozens of
11 Plaintiffs' homes, and as a result these Plaintiffs have incurred or will incur thousands of dollars
12 in driveway repairs and/or replacement.

13 163. Shea failed to install the required metal flashing at the roof-to-gutter transition at
14 Plaintiffs' homes. Shea's own recent estimates to correct that defect, exclusive of the resulting
15 damage to the homes, range from \$1,000 to \$1,500 per home.

16 164. Shea omitted required structural members from the home and so the roofs are
17 sagging or will sag at hundreds of plaintiffs' homes, including all models and elevations except
18 as noted above.

19 165. Shea omitted critical blocking and other components necessary to prevent rodent
20 infestation, and as a result rodents and vermin have infested dozens of homes at Trilogy,
21 including, but not limited to, Plaintiffs' homes.

22 **D. Shea Knows and Has Known for Years that Its Building Practices Are the Cause of**
23 **the Defects in Homes at Trilogy, Yet it Refuses to Make Required Repairs and**
24 **Instead Requires Homebuyers to Make Costly Repairs Under its "Homeowner**
Maintenance" Rubric

25 166. Recently obtained, internal Shea emails and statements by Shea personnel are
26 shocking in their brazenness, including even outright mocking of homeowners for having
27 "column envy" or "garage envy" when, for example, Shea replaces one homeowners' defective
28

1 component while giving a litany of baseless explanations to another homeowner as to why the
2 identical defect on her home is simply a “homeowner maintenance” problem.

3 They have “garage floor envy” since all of their neighbors have either had their floors tested or have new floors. I
4 knew this was coming.

5
6 167. Shea customer service personnel responsible for responding to homeowner
7 complaints about problems with their homes even joked internally in emails that the numerous,
8 concealed defects on Trilogy homes guaranteed them:

9
10 Job security! 😊

11 168. Carolyn Young, Shea’s Customer Service Manager, recently explained
12 homeowner “envy” under oath:

13 Q What did you mean by that?

14 A It means any time we do something at one home and neighbors
15 see it, they think that they have column envy or any kind of
16 envy, they want us to come out and review them.

17 169. For example, Ms. Young inspected the Nicholsons’ home and discovered that the
18 column, which supported a roof structure, in addition to being severely saturated with water, was
19 “missing the 4 x 4 structural support.” Ms. Young’s concern was not the structural integrity of
20 the home, but rather the neighbor’s “column envy”:

21 obtained the plan as well. The column is missing the 4x4 structural support. The issue with
22 the member is that we did not weather proof it correctly. It states clearly on the plans
23 that the plan is for the architectural design and that flashing and weatherproofing are the
24 responsibility of the contractor. He is asking us to repair the damage that rotted but
25 indicated in our conversation that should I tell him no he would hold us to the plan that
26 shows the 4x4. Now.....the house closed in 8/03 so it is clearly past the 6 years. The
27 other issue is that there are multiple of the same home on that street which would open a can
28 of worms. I believe we should repair it on the grounds that it was not built per plan but
not the moisture issue. I also have some ideas how we should change the construction when

170. For years prior to Ms. Young writing this email in 2011, Shea already knew of the
widespread water intrusion issues occurring at Trilogy. In 2007, Shea commissioned an internal
report on columns:

1 The water intrusion analysis for the front home of porch column on "PLAN 6230 (c)" has concluded that water is penetrating
2 the cavity of the column in several ways. This has and is currently causing damage to the different building materials used in
3 the construction of the column. Water is pooling above the column, absorbing thru the wood materials, bypassing exterior
4 caulking used in seams, & eroding material. Thus causing the structural integrity of the column and its components to
5 deteriorate at a fast rate. The use of metal flashing drip edges / water tables is being recommended to correct the problem. It

6 171. Although Shea has represented to one court that these are "minor problems," its
7 own internal analyses recently obtained clearly demonstrate that Shea has known from the outset,
8 but has never disclosed to buyers or owners at Trilogy, that these are serious and systemic
9 problems directly and solely attributable to Shea's omissions.

10 172. These omissions were material in every respect. The Shea Way – of cutting
11 corners to cut costs, of misleading and deceiving elderly home buyers while internally mocking
12 them, and of flouting its own geotechnical engineer, its architects, the County, and its
13 subcontractors' strong urgings throughout Shea's construction, marketing, and sale of the homes
14 at Trilogy – was unanticipated and unknowable by every buyer at Trilogy.

15 173. Shea recently sent senior personnel from Arizona and California to conduct
16 "informational" meetings at Trilogy. Shea invited Trilogy homeowners and offered refreshments
17 to entice them. During these meetings, Shea Vice President Rob Pigg admitted many of the
18 serious omissions alleged here, and then he apologized and claimed that Shea was now here with
19 the "A Team" to "take care" of these hundreds of elderly homeowners – neglecting to
20 acknowledge that Shea deliberately engaged in these numerous omissions and deceptions for
21 over 12 years when building and marketing Trilogy. Shea then scheduled many home
22 inspections and began encouraging unknowing, elderly owners to quickly accept settlement
23 offers. In providing these offers, Shea failed to disclose or provide compensation for additional,
24 known defects at these homes. Shea also failed to suggest that these owners consult legal
25 counsel before signing a complete release in exchange for these settlement offers. Shea's own
26 internal documents obtained earlier this month reveal that Shea knowingly offered owners less
27 than Shea's own estimated costs of repair in exchange for a complete release of all claims.
28 Dozens of plaintiffs have rejected Shea's offers.

174. Since arriving here recently for its "National Apology Tour," as one disgusted
Trilogy homeowner dubbed it, Shea has also repeatedly leveled a not-so-subtle threat, telling

1 homeowners that Shea would only resolve their claims if the homeowners acted quickly, settled
2 with them directly, and did not participate in this legal action. Shea also sent numerous,
3 misleading communications en masse to Trilogy homeowners in which they leveled baseless
4 accusations at plaintiffs' lawyers and implied (inaccurately) that Shea had worked directly to
5 resolve the issues with the owners of over 600 homes. The Plaintiffs in this action collectively
6 own over 960 Trilogy homes, leaving far less than 600 homes at Trilogy whose owners are not
7 (yet) parties to this litigation.

8 **V. EQUITABLE TOLLING OF STATUTES OF LIMITATIONS**

9 175. Plaintiffs' claims are subject to both equitable estoppel, stemming from Shea's
10 knowingly and fraudulently concealing the facts alleged herein, and equitable tolling, stemming
11 from Plaintiffs' inability to obtain vital information underlying their claims. Shea is estopped
12 from relying upon a statute of limitations defense because Shea purposefully concealed its
13 knowledge of the above-described defects, and Shea purposely concealed its failure to seek
14 approval from the King County Building Department for its modifications to, and omissions
15 from, the approved building plans. Separate and apart from Shea's acts of concealment, any
16 applicable statutes of limitations are properly tolled because Plaintiffs did not know and could
17 not have learned the true facts underlying their claims until this year.

18 **A. Equitable Estoppel**

19 176. Shea is estopped by its own fraudulent concealment from asserting the statute of
20 limitations as an affirmative defense against Plaintiffs' claims. Throughout the construction and
21 sales of homes at Trilogy, Shea repeatedly asserted that its homes were built in accordance with
22 the approved plans and its high quality standards. Continuing throughout its construction at
23 Trilogy and through to the present, Shea has asserted that it built all homes in accordance with
24 the building codes and industry standards.

25 177. Plaintiffs reasonably relied on Shea's representations.

26 178. Shea had actual or constructive knowledge that it violated the local building codes
27 by removing key building components from the permitted plans without approval from the King
28

1 County Building Department. Shea's conduct was deceptive, in that it consciously concealed its
2 knowing and material omissions.

3 179. The purposes of the statutes of limitations period are satisfied because Shea
4 cannot claim prejudice due to a late filing where Plaintiffs filed this lawsuit promptly upon
5 discovering the facts essential to their claims, described herein, which Shea knowingly
6 concealed.

7 **B. Equitable Tolling**

8 180. Plaintiffs were unable to obtain vital information bearing on their claims absent
9 any fault or lack of diligence on their part. As further set forth below, Plaintiffs were not on
10 inquiry notice of Shea's wrongdoing and had no duty to initiate any investigation. Plaintiffs did
11 not have any reason to know of Shea's knowing omissions of key building components.

12 181. Plaintiffs were relieved of any duty to investigate because they reasonably and
13 justifiably relied on Shea's representations that it constructed their homes in accordance with the
14 building plans and building code.

15 182. Plaintiffs did not discover and could not have discovered, despite all due
16 diligence, that: (1) Shea unlawfully altered permitted plans; (2) Shea knowingly omitted key
17 building components; and (3) Shea knew that its homes were damaged or would suffer damage
18 as a result of these omissions.

19 183. Plaintiffs' claims were thus equitably tolled until they discovered the true facts
20 underlying their claims shortly before filing this Complaint.

21 **VI. CAUSE OF ACTION**

22 **COUNT I**

23 **VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT**
24 **WASH. REV. CODE § 19.86**

25 184. Plaintiffs re-allege and incorporate by reference the allegations contained in the
26 preceding paragraphs.

27 185. Plaintiffs are persons within the meaning and coverage of the Washington
28 Consumer Protection Act, RCW 19.86 (the "CPA").

1 186. The CPA prohibits “[u]nfair methods of competition and unfair or deceptive acts
2 or practices in the conduct of commerce” RCW 19.86.020.

3 187. Shea marketed to the public and sold to Plaintiffs and others homes that it built at
4 Trilogy at Redmond Ridge.

5 188. Shea unfairly and deceptively omitted to tell home purchasers that in constructing
6 homes at Trilogy it deviated from: (1) County code requirements; (2) from the recommendations
7 of its architects and engineers; and (3) from its own submitted and approved plans by: (a) failing
8 to install necessary and required water and moisture intrusion elements such as flashing,
9 capillary breaks, vapor barriers, and adequate drainage; and (b) failing to construct driveways
10 and common concrete fixtures with industry standard and required methods to prevent erosion,
11 collapse, and other exposure-related failures.

12 189. Shea’s conduct, as detailed above, constitutes unfair and deceptive acts and
13 practices in violation of the CPA.

14 190. Shea’s acts occurred in the conduct of trade or commerce.

15 191. Shea’s deceptive acts or practices impact the public interest and have the capacity
16 to deceive a substantial portion of the public. The acts are committed in the course of Shea’s
17 business; the acts are part of a pattern or generalized course of business; the acts were committed
18 repeatedly prior to the acts involving Plaintiffs and since; and there is a real and substantial
19 potential for repetition of Shea’s conduct.

20 192. Shea’s unfair and deceptive acts and practices have directly and proximately
21 caused damage to Plaintiffs. But for Shea’s unfair and deceptive acts and practices, Plaintiffs
22 would not have suffered an injury.

23 **VII. PRAYER FOR RELIEF**

24 193. Plaintiffs pray for relief as follows:

25 A. For judgment for Plaintiffs on their claims in an amount to be proven at
26 trial, for compensatory damages caused by Defendant’s unfair or deceptive practices, along with
27 exemplary damages to each Plaintiff for each violation;
28

1 B. For pre-judgment and post-judgment interest as provided for by law or
2 allowed in equity;

3 C. For an order awarding Plaintiffs their attorneys' fees and costs; and

4 D. For such other and further relief as may appear necessary and appropriate.

5 **DEMAND FOR JURY TRIAL**

6 Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury on all
7 issues so triable.

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Exhibit 1

Owner	Address
AAMODT DAVID B+PATRICIA A	13711 MORGAN DR NE
ABRAMS SCOTT F+GLORIA E	12527 230th PL NE
ACOSTA EMILIO+JILL	24258 NE 131st TER
ADAMS LARRY H+CONNIE L	13448 MAHONIA PL NE
ADAMS LAURENCE R+KRISTIN W	12641 SUNBREAK WAY NE
ADKINS CAROL L	23823 NE SALAL PL
ADLER DAVID+MARCIA	22856 NE 130th ST
ADLER ROY S+MARY M	23928 NE 127th ST
AHERN PATRICIA A	23339 NE 126th ST
AHOLT RAYMOND E+MARY BETH	23009 NE 127th WAY
AKERSTROM, ROBERT AND DEBORAH	24306 NE VINE MAPLE WAY
ALEXANDER ALAN F+PATRICIA J	23223 NE 123rd ST
ALFORD ROBERT E+RUTH	12840 231st PL NE
ALLMAN MICHAEL J. and ANN	12612 237th WAY NE
AMENDOLA RICHARD J+MARILEE C	23155 NE 128th PL
AMUNDSON BIRGIT A SURVIVORS TRUST	13232 230th PI NE
ANDERSON BARBARA J	12923 SUNBREAK WAY NE
ANDERSON CAMILLE J	13465 ADAIR CREEK WAY NE
ANDERSON EDWARD W+BARBARA A	24240 NE VINE MAPLE WAY
ANGVALL BETTY L+SHIELDS PHILLIP W	12643 237th WAY NE
ANTILL IMOGENE R	12525 231st AVE NE
ARGYLE LYNN	13440 238th PL NE
ARMES DONALD S+BARBARA L	23034 NE 128th PL
ARMPFIELD REGINALD L+HENRIETTA L	12401 230th PL NE
ARORA CINDY	23117 NE 123rd ST
ASELIN DONALD G+SHARON L	11802 BIG LEAF WAY NE
AUGUST VIRGINIA S REVOCABLE LIVING TRUST	22847 NE 132nd PL
AZURE ANTHONY E+SHIRLEY A	13430 MAHONIA PL NE
BACKLUND WILLIAM M+BACKLUND PATRICIA A	23736 NE 116th PL
BAHARIE JO ANNE	13201 SUNBREAK WAY NE
BAIL KEVIN D+HEATH KARLA J	13766 MORGAN DR NE
BAILEY LINDA D	13446 238th PL NE

BAKER BETH E	12431 231st AVE NE
Baker, Charles & Bernice	23652 NE 135th WAY
BALDWIN JUANITA LOUISE	12445 232nd WAY NE
BALL SUSAN C	12135 BIG LEAF WAY NE
BALLISTY M SHARON	13804 231st LN NE
BANNER PATRICIA D	13744 231st LN NE
BARATTO MARGIE Y	24317 NE VINE MAPLE WAY
BARDELEBEN DAMON L+NANCY	23712 NE 127th ST
BARGMANN BERT L+GAYLE E	13219 ADAIR CREEK WAY NE
BARILETTI ROBERT P+NANCY J	23721 NE 134th PL
BARKER STEVE R+RUTH L	24542 NE VINE MAPLE WAY
BARNARD GEORGE A	13340 239th WAY NE
BARNES GEORGE L+LILY WANG	12553 237th WAY NE
BARR DENNIS+NANCY L J HARMON	13013 242nd PL NE
BARRAT TAMARA F	24245 NE 131st TER
BARTON DOROTHY FULLER	12437 240th PL NE
BARTON JEAN	12218 235th PL NE
BATJER JOHN DANNER+DEBORAH DWYER BATJER	12521 237th WAY NE
BATTISTE PAUL V JR+KATHLEEN L	23806 NE 126th PL
BAUER MICHAEL PHELPS	24124 NE 131st TER
BAUMGARDT JAMES+MARY	12309 235th PL NE
BECKER DAVID WILLIAM	12502 230th PL NE
BECKFORD JEAN+SOLIS FORTUNATO	22888 NE 130th ST
BELL ROBERT+CATHERINE	12498 240th PL NE
BELOVSKY BARRY+CLAIRE -2004 FAMILY TRUST	23649 NE TWINBERRY WAY
BERGSTROM KEITH L+MARION L	12324 BIG LEAF WAY NE
BERNS GARLAND L+JUDITH D	23146 NE DEVON WAY
BERNSTEIN BARBARA	13035 243rd PL NE
BERRY CRAIG L+SIRI	23817 NE GREENS CROSSING RD
BERRY RICHARD W+KATHRYN I	13859 231st LN NE
BERRY SHARON K	23434 NE 129th CT
BESSADA NASSER	12528 232nd TER NE
BESSETTE LEO J+JANET S	23001 NE 127th WAY
BEST G PAUL+DIANNE L	12762 240th PL NE

BEST JOSEPH N+SALLY M	23938 NE 127th ST
BESTE ADRIENNE A	23147 NE 128th PL
BIAGIANTI LIVING TRUST	23050 NE 128th PL
BICKERSTAFF JOHN D +ALICA K	13291 228th PL NE
BILLINGE JAMES+JEANNE	24196 NE 131st TER
BIRKVOLD NORMAN I+CONNIE	23853 NE GREENS CROSSING RD
BJORKMAN GAIL F	13242 SUNBREAK WAY NE
BLACK LIVING TRUST	23758 NE GREENS CROSSING RD
BLACK RONALD V+STELLA J	24588 NE 118th PL
BLEDSON JOANNE HELENMARIE	12427 232nd TER NE
BLISS VERNON L+JANET D	12018 BIG LEAF WAY NE
BLOUGH ROBERT T+GWENDOLYN K -REV LIVING TRUST	24566 NE VINE MAPLE WAY
BLOWERS FAMILY REVOCABLE LIVING TRUST	13150 234th CT NE
BLOXHAM GLENN	13726 231st LN NE
BLUHM RONALD W+SUSAN C	11739 238th PL NE
BLYSTONE JOHN B+BEVERLY L	12559 SUNBREAK WAY NE
BOBREK CAROL A+YOUNG C DARLENE+FLYNN KATHRYN Y+JAMES H	24589 NE 118th PL
BOLL MOLLY M	12534 230th PL NE
BORDEN RANDALL T+DEETTE D	13019 243rd PL NE
BORDENET JOHN P+CECILIA J	12561 237th WAY NE
BORICHEWSKI LINDA L+JOSEPH	24307 NE VINE MAPLE WAY
BORM KURT W+ALMA LEMAY-BORM	24582 NE VINE MAPLE WAY
BORNSTEIN MARK J+EMMELINE S	13898 MORGAN DR NE
BOUDREAU JAMES R+KRISTINE S	12649 SUNBREAK WAY NE
BOVEE DONNA J	12373 BIG LEAF WAY NE
BOWER ROBERT E+BARBARA M	11824 242nd PL NE
BOWNE RICHARD W+THERESE G	12503 230th PL NE
BOYLE JAMES R+GRETCHANN E	23727 NE 134th PL
BOYLE JOHN L SR+BARBARA E	12223 243rd PL NE
BRACHTL BARBARA J	23755 NE SALAL PL
BRACK JAY E	13025 SUNBREAK WAY NE
BRADFORD WILLIAM C+SUNDAE	23018 NE 128th PL

BRADLEY JOHN F+FRANCES M	12310 232nd TER NE
BRADY LESLIE RAY JR+NANCY C	23132 NE 123rd ST
BRANDT JANET R	23734 NE GREENS CROSSING RD
BRANNIGAN JAMES W+NORMA L	22943 NE 132nd PL
BRAUNSTEIN ROBERT J+SUSAN	13840 231st LN NE
BREIDENBACH MARK A	12455 240th PL NE
BRIERLEY DOUGLAS G+PAULA J	13892 MORGAN DR NE
BRILL WINSTON J+NANCY	12529 237th WAY NE
BRODER LAWRENCE N+SUSAN J -REV TRUST	13316 ADAIR CREEK WAY NE
Bronson, THERESA A	11660 239th AVE NE
BROOK MELVIN+JENNIFER	22840 NE 130th ST
BROOKS DAVID W+JEANNIE	24175 NE 122nd ST
BROOKS KEITH C+SALLY A	12231 243rd PL NE
BROWN ALVIN+DEBORAH R	24151 NE 122nd ST
BROWN DAVID P+M DELORES	24525 NE 118th PL
BROWN FAMILY TRUST	24181 NE 122nd ST
BROWN MCDONALD G+ROSEMARY P+BROWN LIVING TRUST	22911 NE 132nd St
BROWN TERRENCE J+CAROL A	12409 ADAIR CREEK WAY NE
Brown, Tom and Hanvold, Carla (Y) (MCFARLAND STEPHEN E SR)	24571 NE VINE MAPLE WAY
BROZ JAMES A+JANICE W	22926 NE 132nd St
BRUCH WILLIAM T+MARY P	23772 NE 134th ST
BRUEGGEMANN WILLIAM M+KATHRYN H	12319 ADAIR CREEK WAY NE
BRUNEAU DAVID H+CHRYSITINA	23912 NE GREENS CROSSING RD
BRUNO MICHAEL+JUDITH	12554 232nd WAY NE
BRYANT INES E+ARTHUR K	13489 ADAIR CREEK WAY NE
Buchan Classen, Kathy	23841 NE GREENS CROSSING RD
Buchan Classen, Katie	23170 NE DEVON WAY
BULLIMAN DAVID S (Ted Keil)	23823 NE 124th TER
BULLIMAN DAVID S+TERRI L	24012 NE ADAIR RD
BULLINGTON LOUISE	12425 230th PL NE
BURCH LYNN A	12421 232nd WAY NE
BURGESS JOHN F	23042 NE 128th PL

BURKHEAD DAVID+KATHRYN	12442 240th PL NE
BURNELL MARGARET D	11646 238th PL NE
BURNET GORDON+SALLY	23133 NE DEVON WAY
BURNS LARRY LEE+JUDITH ANN	13247 239th WAY NE
BURRELL MATTHEW+ANNA R	23062 NE 139th CT
BURRELL, SHANNON	23820 NE GREENS CROSSING RD
BUS JINNIE C	12415 235th PL NE
BUSH STEVEN M+CHRISTINE CHANG	23152 NE 127th WAY
BUSS JAMES R+MARIAN F -LIVING TRUST	23530 NE 122nd CT
BUTLER JEREMY+KAREN	24103 NE 122nd ST
BUTLER KAREN J	23720 NE 127th ST
BUTLER RONALD	12114 BIG LEAF WAY NE
BYE A R+BARBARA	13322 MAHONIA PL NE
CALHOUN JOHN S+JAMIE L	12550 237th WAY NE
CAMPBELL ELLANORA L	22921 NE 132nd PL
CAMPBELL ELLEN	22859 NE 128th PL
CAMPBELL JOHN D+KAREN L	23614 NE TWINBERRY WAY
CAMPBELL JOHN D+KAREN L	12402 ADAIR CREEK WAY NE
CANNING SUZANNE	12436 240th PL NE
CAPLAN BRUCE M+ESTHER	23256 NE 126th ST
CARBARY ARTHUR F L+JOAN B	12351 ADAIR CREEK WAY NE
CARLSON JAMES R+DORIS	12720 240th PL NE
CARLSON ROBERT T+RUTH P	23111 NE 127th WAY
CARNEY CHARLOTTE F	22892 NE 129th PL
CARROLL MICHAEL P+PATRICIA S	12724 ADAIR CREEK WAY NE
CARTER FRANK A II+JOSEPHINE ANNE	12423 235th PL NE
CATLIN BETTY J	24112 NE 122nd ST
CAVANAUGH BONNIE A	23707 NE SALAL PL
CERRA GAIL	13944 MORGAN DR NE
CHALFANT LEE M	13757 231st LN NE
CHAMBERS WAYNE V+SHARON J	12524 231st AVE NE
Chan, Philip	13443 MAHONIA PL NE
CHANG AGNES Y	13225 SUNBREAK WAY NE
CHANG CHUN+MYEONG	23913 NE GREENS CROSSING RD

CHENG IRENE MEI-JEN	12509 231st AVE NE
CHERRINGTON JOHN R JR+SUZANNE J	11898 BIG LEAF WAY NE
CHEU YEN F+CHEU HSIANG Y	23020 NE 126th ST
CHI JOHN W+JANE F	11808 242nd PL NE
CHIVERS SANDRA B	12041 BIG LEAF WAY NE
CHODORA CHARLES R+CORRINE F	12480 240th PL NE
CHOU CHENG-YEH+YEH-FEN LIEN CHOU	23644 NE TWINBERRY WAY
CHOU HSUN-MING	23215 NE 123rd ST
CHOU HSUN-MING	23626 NE TWINBERRY WAY
CHOU HSUN-MING	23588 NE TWINBERRY WAY
CHRISTIAN DAVID M+MARLENE K	13115 234th CT NE
CHUN REVOCABLE S H -REV LVG TRUST	13134 234th CT NE
CHURCH CAROL JEAN	23769 NE 134th ST
CLARK ANTHONY JR	12344 232nd WAY NE
CLARK FRANK H+MARGARET LIVING TRUST	11866 BIG LEAF WAY NE
CLARK GEORGE E+SUSAN C	22960 NE 132nd PL
CLARK J DALE+JANET LEA	12341 235th PL NE
CLARK LYNN R+MARGARET K	12224 243rd PL NE
CLEMETSON JAMES C+SHARON	11747 238th PL NE
CLEVENGER SPENCER M+CELIA A	12427 243rd TER NE
COADY PHILIP P+ELIZABETH A LIVING TRUST	13568 ADAIR CREEK WAY NE
COFFELT DAVID L+RAMONA L	13742 MORGAN DR NE
COLE PATRICIA M	13729 MORGAN DR NE
COLEMAN ROGER L+SOLWEIG B	13886 MORGAN DR NE
COLLINS JAY+PAMELA	12604 ADAIR CREEK WAY NE
COMER KELVIE C+ROSS W+LAURA	13339 MAHONIA PL NE
COMPAAN DONALD E -TESTAMENTARY TRUST	11608 239th AVE NE
CONSGROVE THOMAS S JR+PEGGY W	12438 231st AVE NE
CONWAY REVOCABLE LIVING TRUST	23859 NE GREENS CROSSING RD
COOK KAREN MCBRIDE	24191 NE 131st TER
COOK RICHARD MICHAEL+LEE AN	12328 232nd WAY NE
COOLEY JANINE+DOUGLAS O	13133 ADAIR CREEK WAY NE
COPERNOLL JOHN G	24239 NE 130th PL
COPP TOMETTE	13323 239th WAY NE

CORREA DAVID C+VERNALEE W	23761 NE 116th PL
CORRIGAN ELEANOR	13404 238th PL NE
COTTINGHAM, GWEN and STIRN, DALE	12604 237th WAY NE
COURTNEY ERLENE+COURTNEY RANDY+HARUKA KOJIMA	11630 239th AVE NE
COZZETTO SANDRA E	13155 234th CT NE
CRADDOCK GAIL A	12377 243rd PL NE
CRASWELL WILLIAM B+JANET J REVOCABLE LIVING TRUST	24533 NE 118th PL
CREEL CATHERINE A	13016 242nd PL NE
CRIST AGNES S+PER-ERIK MANSSON	12415 231st AVE NE
CROCKER JEAN K (TRUST)	11816 242nd PL NE
CROSIER DORIS M	13708 231st LN NE
CROWLEY, INDY AND CHERYL	12563 232nd WAY NE
CUDWORTH JEFFREY+CUDWORTH GAYLE	23828 NE GREENS CROSSING RD
CUMMINS JILL+ALDEN	13157 ADAIR CREEK WAY NE
CUPLIN ALTON	23847 NE GREENS CROSSING RD
CUSHMAN LYNN S+JULIE P	23829 NE ADAIR RD
CUSHNIE JAY R+LOIS J -FAMILY TRUST	23804 NE 127th ST
CVETOVICH DIANE L	23030 NE 130th ST
CZAJKOWSKI CARL A+HELENA J	22858 NE 127th WAY
CZECH JANA	12711 ADAIR CREEK WAY NE
DAGGS WILLIAM D+KATHLEEN C	23674 NE TWINBERRY WAY
DAHLBERG CAROL	11814 BIG LEAF WAY NE
DAILEY DOUGLAS S+PAMELA A	12316 BIG LEAF WAY NE
DALGARN JAMES L and Nikki	11832 242nd PL NE
DAVIS THOMAS W+TERESA C	12451 243rd TER NE
DAWSON HENK I+ELKE	11723 238th PL NE
DEAN DEBORAH A	23824 NE 126th PL
DEEGAN ROGER L+DEEGAN SANDRA J	12412 232nd TER NE
DEFRANCES, CHARLOTTE and McCLOUD, MIKE	13275 228th PL NE
DEINES DAVID	13790 MORGAN DR NE
DEL PUERTO PATRICIA LOPEZ	23418 NE 129th CT
DELAPPE ROBERT D	13306 ADAIR CREEK WAY NE

DEMPSTER JOHN M+LAEL C	23816 NE 126th PL
DENNEMARCK LYNDA	23730 NE SALAL PL
DESCAMP EDWIN J+JEANNE E	12303 ADAIR CREEK WAY NE
DILL RICHARD E+KATHLEEN J	12719 ADAIR CREEK WAY NE
DILLON THOMAS P+BEVERLY A	13245 230th PI NE
DILORES TONY E+EVE S	13427 MAHONIA PL NE
DISCH FRANK W+CAROL	13205 239th WAY NE
DIXON, EDITH L	12424 230th PL NE
DOBLAR RANDY A+DEBRA M	12430 243rd PL NE
DOE ALAN R+NORMA F	12627 237th WAY NE
DOMAN BEVERLY	13778 MORGAN DR NE
DONAHEY THOMAS J+LINDA J	24188 NE 131st TER
DONOGH SANDRA L	12449 230th PL NE
DONOGHUE DAVID F+CHRISTINE L	13579 ADAIR CREEK WAY NE
DOOLITTLE TURRELL S	13305 ADAIR CREEK WAY NE
DOSSA ALNOOR S+KARIMAH S	23864 NE 124th TER
DOSSA KARIMAH S+ALNOOR	23858 NE 124th TER
DOUG WOOD	12219 235th PL NE
DOVE PETER+KATHLEEN	12794 240th PL NE
DOW JUDY	11619 239th AVE NE
DOWNS WILLIAM L+MYRNA L LIVING TRUST	11664 239th AVE NE
DOYLE JOSEPH A JR+PATRICIA JEAN	23930 NE GREENS CROSSING RD
DRAJPUCH BENJAMIN Z+JACALYN	13165 ADAIR CREEK WAY NE
DRAKE FREDERICK M JR+DIANE E - TRUST	12537 237th WAY NE
DRISCOLL DANIEL+JANE	12450 235th PL NE
DROTTZ RICHARD+JOAN	12406 243rd TER NE
DRZEWIECKI THOMAS+ANGELA	24020 NE ADAIR RD
DUCHI ROBERT A+JANICE C	23530 NE TWINBERRY WAY
DUKE BEVERLY J	23902 NE ADAIR RD
DUKE TRUST THE	24159 NE 122nd ST
DULEBA GEORGE S	11637 238th PL NE
DUNN CONSTANCE F LIVING TRUST	13415 MAHONIA PL NE
DUNN GARY A	23634 NE 135th WAY
DUNN NANCY B REVOCABLE TRUST	12703 ADAIR CREEK WAY NE

DUNNING LAURAE L	12403 243rd TER NE
DYER PETER+MATTKE JEAN	12624 237th WAY NE
EBBESEN EBBE B+JOANNE T	24187 NE 122nd ST
EDELSTEIN GERALD+BARBARA N	23963 NE GREENS CROSSING RD
EDGMAND MICHAEL R+JUDITH J	22866 NE 132nd PL
EDWARDS CAROL W	13170 ADAIR CREEK WAY NE
EDWINS LEILA	23724 NE SALAL PL
EGGE ELLEN L	24256 NE VINE MAPLE WAY
EGL E MICHAEL H+JUDITH A	12474 240th PL NE
ELDER DAVID+MURIEL	23646 NE 135th WAY
ELLISON MARCIA J	23558 NE 122nd CT
EMCH, JAMES R. and MARGARET	23014 NE 130th ST
ENG KENNETH C+ELEANOR T	23742 NE GREENS CROSSING RD
EREMIAN GERARD J+HUI MING EREMIAN (y)(Kathleen Emde)	12434 ADAIR CREEK WAY NE
ESSIG, THOMAS H. and JUDITH	12256 243rd PL NE
ESTBY STEVE+DENISE	24235 NE VINE MAPLE WAY
EVANS CATHLEEN CROSS	12258 235th PL NE
FANCKBONER JAMES C & CATHI L	13477 ADAIR CREEK WAY NE
FARLEY PETER ALLEN+CAROL L	12652 SUNBREAK WAY NE
FARRELL MASON G JR+LINDA H	12034 BIG LEAF WAY NE
FARRIS PAUL F+CLAUDIA	12513 232nd TER NE
FERGUSON FAMILY IRREVOCABLE TRUST	23167 NE 127th WAY
FEROGLIA CAROLYN J (no) (Bick, Cheryl (y)	23617 NE 135th WAY
FERRELLI DANIEL J+HELEN J	23125 NE 123rd ST
FERRER ELEANOR J	23922 NE ADAIR RD
FISCHER JAMES J+JUDITH A	24140 NE 131st TER
FLAJOLE KENNETH+COLLEEN A	22864 NE 138th CT
FLANAGAN DALE+SHARON	12381 BIG LEAF WAY NE
FLOURNOY SIMON W+KYONG HUI	24223 NE 130th PL
FLUTER JANICE E	12492 240th PL NE
FLYNN JOYCE D	22873 NE 130th ST
FORD GEORGE+SNELL NANCY	12300 BIG LEAF WAY NE
FORD HUGH JOHN+JOYCE D	12336 232nd WAY NE

FORREST DAVID F+JANET M	22843 NE 128th PL
FOSS EARL RAYMOND	22839 NE 132nd PL
FOWLER DON W+MARY C	12433 ADAIR CREEK WAY NE
FRANK/YVONNE LIVING TRUST	12618 240th PL NE
FRANKLIN RODERIC K+GEORGIA	12317 235th PL NE
FRANKLIN RONALD L+LESLYN M ROSE	13288 230th PI NE
FREDRICKSON MARVIN & LINDA L	12558 237th WAY NE
FREELAND GERALDINE H	24520 NE 118th PL
FRENCH JEFFREY H+CAROLYN M	13203 ADAIR CREEK WAY NE
FRICKE ROY A+TING Y	23744 NE 134th PL
FRIEDRICH KURT+KATHLEEN	23625 NE TWINBERRY WAY
FRY JAMES A+JODIE L	23517 NE TWINBERRY WAY
FULLER MICHAEL+MARY	12445 240th PL NE
GALLAGHER JAMES+BETTY	23616 NE 135th WAY
GARCIA DONALD E+DOLORES S ET AL	12298 235th PL NE
GARDNER RICHARD E+SAVILLE H	13109 ADAIR CREEK WAY NE
GARRETT RONALD L+SANDRA L -LIVING TRUST	12026 BIG LEAF WAY NE
GARVEY DALE MARTIN JR+JANICE MOORE	23737 NE 116th PL
GAUTREAU RONALD V+SYBIL H	23977 NE GREENS CROSSING RD
GELATT PAULA J	12283 235th PL NE
GELT ZHENIN+LYUDMILA	24155 NE 122nd ST
GELZER JOSPEH W+LORELEI L	23104 NE 127th WAY
GENTILE ROBIN S+RONALD L	23726 NE 134th PL
GENTRY, GAIL	23031 NE 130th ST
GEOGHAGAN WILLIAM JERRELL TRUST (REVOCABLE LIVING TRUST)	22833 NE 130th ST
GERGASKO RICHARD J+GAIL M	23739 NE TWINBERRY WAY
GERRINGER JULIE M+GERRINGER CHARLES E	12620 ADAIR CREEK WAY NE
GIAMONA JOE P+BARBARA	12626 240th PL NE
GIAMONA JOSEPH+BARBARA	13259 228th PL NE
GIBB DENNIS	13139 234th CT NE
GIBSON LAWRENCE C+DIANE M	22927 NE 132nd St
GLENN ALLEN+SANDRA	23729 NE 116th PL
GOE MIKELL+RICHARD	23827 NE 127th ST

GOETSCH DONALD W+KATHLEEN L	13549 ADAIR CREEK WAY NE
GOLDHAMMER BARBARA DIANE	23872 NE 126th PL
GOMEZ VINCENT+JANET	12478 243rd TER NE
GOOD LYNN G+JEANNETTE	24234 NE 131st TER
GOODKIN ROBERT+SANDRA R	23838 NE SALAL PL
GOODWIN SHELLEY M	23024 NE 127th WAY
GORDON DAVID M+L DIANE	11853 239th AVE NE
GORE SARAH L	23231 NE 123rd ST
GOSSETT JOHN W+JOYCE E	12252 BIG LEAF WAY NE
GRAAT KENNETH T+PAMELA D (Tom Shanely (Y))	12730 240th PL NE
GRATT BARTON M+KAREN R	23511 NE TWINBERRY WAY
GRAY STEPHEN+CAROLINE A	24255 NE 130th PL
GRAYSON, EVELYN	13264 230th PI NE
GRECO PAUL W+MARELU M	12450 232nd WAY NE
GREENE JAMES and BORICHEWSKI, LINDA	24518 NE VINE MAPLE WAY
GREENE, SKIP & ANDERSON LINDA	23216 NE 126th ST
GREENWADE MARGARET and LANCE	12376 232nd WAY NE
GREGOIRE RAYMOND+CHRISTINE	23335 NE 126th ST
GRESS III WILLIAM CHARLES+RUBY ANN	12130 BIG LEAF WAY NE
GRIBBEN PATRICIA L+WILLIAM T	13737 231st LN NE
GRIEB RICHARD F+MICHAELLE R	23160 NE 127th WAY
GRIFFITH DALE O+ROSALIE M	22922 NE 126th ST
GRINDEE KRISTINA	13933 MORGAN DR NE
GROSSMAN JEFFREY D+VIVIAN	23677 NE TWINBERRY WAY
GROUDLE THOMAS A	12611 237th WAY NE
GROVER BRIAN R+KAREN A	13246 228th PL NE
GROVES KATHRYN J	23120 NE 127th WAY
GURTEL ARTHUR L+SHARON F	12033 BIG LEAF WAY NE
GUTHRIE LUCIAN G+JO-ANN A	13224 230th PI NE
GWILYM JANINE R+MILES L	23766 NE SALAL PL
HAAG DANIEL S. and CHERYL	12738 240th PL NE
HAAS JOEL E+CAROLYN A	11826 BIG LEAF WAY NE
HAGANDER JEFFREY+LUCIA	23150 NE 126th ST
HAGBERG JOELL L	11829 239th AVE NE

HAGEN JAMES O+NANCY C	12407 235th PL NE
HAHN MICHAEL J	12711 SUNBREAK WAY NE
HAISCH EUGENE ROSS JR+WYNONNA D	23240 NE 126th ST
HALL KAREN JEAN	11656 239th AVE NE
HALLEN ANNETTE I	23004 NE 126th ST
HALLMAN RONALD W+UTE I	13459 ADAIR CREEK WAY NE
HAMERNIK KENNETH A+PEGGY ANN	23760 NE SALAL PL
HAMILTON ANNE M	13160 ADAIR CREEK WAY NE
HAMILTON JERRY H+DEANNA S	12506 232nd WAY NE
HAMLIN MERRIE E	24531 NE VINE MAPLE WAY
HAMMERBACK FAMILY TRUST	13208 230th PI NE
HAMMOND JESSE E+SANDRA J (Teresa and Dan Everud)	22860 NE 129th PL
HAMOVICH, JANET H	23572 NE TWINBERRY WAY
HANDLEY ROBERT L+CELIA B N	11823 242nd PL NE
HANNAH JUDY M+DAVIS THOMAS	12426 240th PL NE
HANSEN ARTHUR E	22869 NE 129th PL
HANSEN BRUCE and CHARLOTTE	24437 NE VINE MAPLE WAY
HANSEN JEAN M, TRUSTEE	13454 MAHONIA PL NE
HANSON LYLE L+MARIE Y -REVOCABLE LIVING TRUST	12343 ADAIR CREEK WAY NE
HARRIS GEORGE K+BEVERLY J	22884 NE 129th PL
HARTMANN DARLA J	24241 NE 131st TER
HARTSTEIN EDWARD M and JANICE	12406 235th PL NE
HASELTON HUNTER G+PAMELA S	23832 NE SALAL PL
HASKELL CRAIG C+LOIS J	11845 239th AVE NE
HASKITT RICHARD R+JOYCE E	23820 NE SALAL PL
HAVENS GEORGIA A+CHURCH FRANCIS O	12426 ADAIR CREEK WAY NE
HAWLEY GAIL L	11890 BIG LEAF WAY NE
HAYES DAVID K JR+SUSAN D	24233 NE 131st TER
HAZARD JAMES P+CAROL L	23044 NE 139th CT
HAZEN IRENE	23745 NE 116th PL
HEADMAN BARBARA A	11654 238th PL NE
HEATH GEORGE ROSS+LORNA M	12513 237th WAY NE
HEGGER WILLIAM R+KRISTINE A	23845 NE ADAIR RD

HEILBORN KARL A	23547 NE 122nd CT
HELBLING THOMAS J+JUDITH L	11812 239th AVE NE
HELLER SUSAN	11616 239th AVE NE
HELM JOCELYN B	13283 228th PL NE
HEMMING INGA J	13273 SUNBREAK WAY NE
HENDERSON KATHLEEN D	24250 NE 131st TER
HENDERSON NOEL A+LONGARZO DIANA I+HARRIS CAROLYN J	13126 234th CT NE
HENDRICKSON GRANT H+ PATRICIA B	12522 232nd WAY NE
HERMES RODNEY CLARK+DESTIA DUPEN	12290 235th PL NE
HERNDON GERALD+LOIS	23016 NE 127th WAY
HESS LIVING TRUST JEANNE M	13118 234th CT NE
Hetherington, Richard & Ann	23713 NE 134th PL
HEUER TERRY D+MARCIA E	23862 NE GREENS CROSSING RD
HEYDEMANN MARGRIT M	11636 239th AVE NE
HILTON WILLIAM A. and DIANA	23057 NE 127th WAY
HINES DARRELL W	23718 NE SALAL PL
HIRANO WINIFRED T	13828 231st LN NE
HOBSON BARBARA S	23865 NE GREENS CROSSING RD
HOEFEL, PATSY	24149 NE 131st TER
HOFF CHARLES S+SHEILA R	12628 ADAIR CREEK WAY NE
HOFFMAN ALAN L	24109 NE 122nd ST
HOFFMAN NEIL R+MARIANNE M	13221 230th PI NE
HOLLASCH STEVEN+LORI WHIPPLER ET AL	23555 NE 122nd CT
HOLMAN KERMIT L+AUDREY R	24583 NE VINE MAPLE WAY
HOLMES BURDETTE J+SHARON L	11721 239th AVE NE
HOLT JAMES ALAN+MIO	23068 NE 139th CT
HOOKE JAMES ALLEN+ALMA LEE MARIE -FAMILY REV TRUST	12318 232nd TER NE
HOOPER JACK+WELKER ANDREA L	23031 NE 139th CT
HOOVER MARCIA+RICHARD P	23868 NE GREENS CROSSING RD
HORAN BRIAN+SUE A ATKINSON HORAN	24563 NE VINE MAPLE WAY
HORRELL JAMES F+BARBARA L	23118 NE 126th ST
HOUMIEL FRANK R+LORRAINE S+KATHRYN L	13203 228th PL NE

HOWARD CHARLES I+GRETCHEN C	23426 NE 129th CT
HOWARD ELEANOR M+ROBERT C	24564 NE 118th PL
HOXIE REVOCABLE TRUST	12368 232nd WAY NE
HOY PHILIP J+BRENDA WEST	12657 SUNBREAK WAY NE
HUBBELL JANE R (TRUST)	23749 NE SALAL PL
HUDSON, JOSEPHINE ANNE	12400 243rd TER NE
HUGHES ALLEN+NANCY	22813 NE 132nd St
HUI BARRY S+YUEN-FUN AMY	24036 NE ADAIR RD
Hui, Hildagard and Sekwen	23139 NE 128th PL
HULEEN JOHN A+CLARE H	12431 235th PL NE
HUMANN STANLEY D+KAY A	12443 232nd TER NE
HUNT JOHN E+MARSHA A	23057 NE 139th CT
HUNTER, MONA (N) (SCHEEF CARRIE L. (y))	12408 243rd TER NE
HUNTLEY LADDIE P+TERESA P	23115 NE 128th PL
HUNTMAN DAVID+SHEILA LIVING TRUST	13117 ADAIR CREEK WAY NE
HURLEY CHRISTINE L	13210 SUNBREAK WAY NE
HURST JANICE L	23842 NE GREENS CROSSING RD
HYDE DAVID R+DAPHNE E	12417 230th PL NE
IBEN DOUGLAS A. AND CAROLE L	23725 NE SALAL PL
IMMOVENTURE LLC	23116 NE 123rd ST
IRAOLA MARK R+KAREN E	12201 243rd PL NE
ISRAEL MORRIS R+NANCY E	12422 235th PL NE
IVERSON MARILYN	11662 238th PL NE
JACKSON RANDALL V+PATRICIA K	23968 NE 127th ST
JACOBSON CONRAD ROSS+CAROL JEAN	11750 239th AVE NE
JAMES FAMILY TRUST	23829 NE GREENS CROSSING RD
JATON LINDA A+H WAYNE	13405 ADAIR CREEK WAY NE
JAYADEV TUMKUR S + LEELA	12442 ADAIR CREEK WAY NE
JELNIKER LIVING TRUST	11818 BIG LEAF WAY NE
JENKINS THOMAS L+DIANE M	12384 ADAIR CREEK WAY NE
JENKS JAMES ARTHUR+JENKS MARGARET ANN	23048 NE 127th WAY
JENSEN C WILLIAM+CAROL W	22882 NE 127th WAY
JI SOOK JUN	13958 MORGAN DR NE
JOHNSON CANDACE+RONALD	12826 230th AVE NE

JOHNSON GARY+VERLE	13311 239th WAY NE
JOHNSON GLENN L+VIVIAN D	11836 239th AVE NE
JOHNSON JOHN N+VIRGINIA A	22863 NE 127th WAY
JOHNSON LLOYD E+LINDA S	13310 239th WAY NE
JOHNSON MARYHELEN D	11718 239th AVE NE
JOHNSON STEPHEN E REVOCABLE LIVING TRUST	24263 NE 130th PL
JOHNSTON JOAN M	24555 NE VINE MAPLE WAY
JOHNSTON WILBUR H+ANDREA E	23232 NE 126th ST
JOSEPHINE A HARVEY TRUST	23136 NE 127th WAY
JOSLIN VICKY R TRUST	12609 SUNBREAK WAY NE
JOU JIING-YIH J+JOU LI-HUA	23109 NE 123rd ST
Julin, Kathrine	23717 NE SALAL PL
JUNK ROBERT J+MARJORIE J	13101 ADAIR CREEK WAY NE
KAHN LAWRENCE A+COHN ROSANNE S	12508 231st AVE NE
KALISH STEPHEN E	23726 NE GREENS CROSSING RD
KALLETTA JAMES F	23866 NE 126th PL
KAPAHI SAT DEV	12432 230th PL NE
KARNOFSKI RAYMOND L+SHIRLEY JEAN	23774 NE GREENS CROSSING RD
KARNOFSKI RAYMOND L+SHIRLEY JEAN	23771 NE GREENS CROSSING RD
KARR MICHAEL D+CHERYL A	12429 240th PL NE
KATTI ASHOK N+SUDHA N	13822 231st LN NE
KEEN BARBARA ELAINE+KING RICHARD THOMAS	22878 NE 128th PL
KELLER ORVILLE A+PEGGY L	12819 230th AVE NE
KELLY KAREN V	22899 NE 128th PL
KENNEDY DON MIKE+PATRICIA L	23802 NE SALAL PL
KENNEDY ROBERT B+SANDRA L	12451 235th PL NE
KERKOF CECILE E+KIRWIN MICHELLE M	12106 BIG LEAF WAY NE
KERKOF MAURICE A+CONSTANCE E	12340 BIG LEAF WAY NE
KESTER CHARLES H	23837 NE ADAIR RD
KEY OJETTIA H	24237 NE 131st TER
KHATIBI JANIS M+MAHMOUD M	23182 NE DEVON WAY
KIENTZ THOMAS	13217 SUNBREAK WAY NE
KIM REVOCABLE TRUST	24035 NE ADAIR RD
KIMBALL BRIAN+BARBARA L	12347 232nd TER NE

KIMSEY LIVING TRUST	23421 NE 131st PL
KING DAVID+KAREN	12321 BIG LEAF WAY NE
KING LEONARD+RUTH	24137 NE 122nd ST
KING PETER A+SUSAN R	13543 ADAIR CREEK WAY NE
KINGMAN A RALPH+OLSON JANE E	23756 NE 134th PL
KJERULFF EVERETT R+ANTHEA	12541 231st AVE NE
KNAPP NILS W+MARLENE J	12644 SUNBREAK WAY NE
KNIGHT WILLIAM G+DOROTHY A GRAHAM	23923 NE ADAIR RD
KOEBEL DANIEL B+COOPER SHAR	23960 NE GREENS CROSSING RD
KOKESH LAURA	13222 228th PL NE
KOPPEL MICHAEL+KOPPEL RICKI	13335 ADAIR CREEK WAY NE
KRAFT JAMES J+GLORIA D	11820 239th AVE NE
KRAHN MARGARET M	13777 MORGAN DR NE
KRANAK BRUCE R+CAROL A	23012 NE 126th ST
KREBS FAMILY TRUST	12326 232nd TER NE
KRIEFF OI LING	12811 230th AVE NE
KUO MIN-CHIU	24246 NE 130th PL
KUSHIN KENNETH R. and SHEILA	23867 NE 124th TER
KUSSICK LEON+MARILYN REVOCABLE TRUST	22848 NE 130th ST
KUTZ JOHN W+MARY JANE	12456 240th PL NE
LAGUARDIA ROBERT M+ROSE C	23760 NE 116th PL
LAM WON LEUNG	23602 NE TWINBERRY WAY
LANMAN STEVEN B+BETTY L	22871 NE 127th WAY
LAPLANT JANET E	23050 NE 139th CT
LARSON NORMAN A+BARBARA L	12414 243rd PL NE
LATTA ROBERT K+JAMIE L	23021 NE 128th PL
LATTER BARRY C+SUSAN E	13200 230th PI NE
LAUZON PIERRE+EILEEN M	23241 NE 126th ST
LAWRENCE CHARLES W+LOIS L	12320 232nd WAY NE
LAWSON VIRGINIA F	22858 NE 132nd PL
LEE JANIS B	13221 239th WAY NE
LEE JOHN+SEUNG	23808 NE SALAL PL
LEE LYNDEN D+HELEN B	12551 SUNBREAK WAY NE
LEE MARIA M	23134 NE DEVON WAY

LENKER JOHN C JR+SANDRA F	12438 235th PL NE
LESTER DEAN+DIANNE	12567 SUNBREAK WAY NE
LEWIS BARBARA A+BURTON MICHELLE R	23750 NE 134th PL
LEWIS C ANN	23728 NE TWINBERRY WAY
LEWIS, TRACY	12519 230th PL NE
LICHTENBERGER W WAYNE+BONNIE A	11850 BIG LEAF WAY NE
LIEBOWITZ JOHN A+DIANE B	23142 NE 126th ST
LIGHTHOLDER PATRICIA ANN+ROGER ELLIS	12435 232nd TER NE
LILLIBRIDGE JAMES J+MARINA	13274 SUNBREAK WAY NE
LILLY WILMOT H III+MARILYN R	12438 243rd PL NE
LINDE LAURENCE T+GAIL A	12312 232nd WAY NE
LINDGREN MARK+CATHERINE	23157 NE 123rd ST
LINDSTROM NANCY I	12243 235th PL NE
LISINA ANNA	12443 243rd TER NE
LIU JOHN+WINNIE	23738 NE 134th PL
LLOYD FRANCES W	12412 243rd TER NE
LONG GILBERT ANDREW+ILONE DANNA	23011 NE 124th PL
LONG JOAN S	12367 ADAIR CREEK WAY NE
LORENZ BONNIE	24429 NE VINE MAPLE WAY
LOVELAND JERI L	11663 239th AVE NE
LOWELL GORDON H+LINDA K	23732 NE 134th PL
LUBOCKI DAVID J+JACKIE C	23953 NE GREENS CROSSING RD
LUCAS SUSAN A	13333 MAHONIA PL NE
Ludwig, Rondo & Janet	22830 NE 132nd St
LUEBBERS MATTHEW B+CYNTHIA L	11645 238th PL NE
LUHN HAROLD L+KAREN R	13714 231st LN NE
LUI WING SHUM+JOSEPHINE FUNGYUE TAM	12411 232nd TER NE
LUKECART FLOYD M+FLORA I	23915 NE ADAIR RD
LUKSON FREDRICK J+CAROLYN K	13034 243rd PL NE
LYON KENNETH D+ROBERTA J	12239 243rd PL NE
M & A JOSLIN FAMILY TRUST	12516 231st AVE NE
MABRY MACK H	13334 239th WAY NE
MABRY MACK H - TRUST	23863 NE 124th TER

MACDUFF DOUGLAS K+KAREN D	24148 NE 131st TER
MACLANE CHERIE K	13927 MORGAN DR NE
MAGALLANES PHILIP G+LYNETTE M	13717 MORGAN DR NE
MAGNUSON DAVID M+DIANE L	23714 NE GREENS CROSSING RD
MAHONEY CHERI LYN+SAMU DARWIN J	12439 235th PL NE
MAINER GEORGE W	23168 NE 127th WAY
MALONE MARGARET C	13233 239th WAY NE
MAN JOHN+TAM YVONNE	13756 231st LN NE
MARASCO RICHARD JOHN	22930 NE 126th ST
MARINOS MATTHEW G+LINDA L	23272 NE 126th ST
MARKEZICH RONALD L+MARKEZICH BEVERLY J	22851 NE 138th CT
MARSHALL RICHARD D+NANCY K	12818 230th AVE NE
MARTIN DALE A+SUSAN D LIVING TRUST	23554 NE 122nd CT
MARTIN DAVID V+MARTIN JUDITH K	23752 NE 116th PL
MARTINEAU JAMES E+KATHLEEN M	11807 242nd PL NE
MATHENY STEVEN I+ANITA R	23249 NE 126th ST
MATOFF RICHARD I+PHYLLIS	12767 ADAIR CREEK WAY NE
MATTHES DONALD L+ SUSAN J	12434 232nd WAY NE
MATTHIAS DAVID E+JUDY A	23758 NE 134th ST
MATZKE NORMAN R+GWEN	23551 NE 122nd CT
MAYER GEOFFREY+SUSAN	13862 MORGAN DR NE
MCALLISTER TIMOTHY A+WOTHERSPOON KELLY I+GAWECK ALLISON L	12545 237th WAY NE
MCCALLUM CHARLES J JR+PENNIE J	12460 240th PL NE
MCCANN KURT D+MCCANN MARY DEE	11731 238th PL NE
MCCRAY RONALD A+CAROL LEE	11715 238th PL NE
MCCULLOUGH AMY F	24421 NE VINE MAPLE WAY
MCCULLOUGH ELIZABETH E	23112 NE 127th WAY
MCDUGALL DOUGLAS J+DIANA J	22828 NE 126th ST
MCEACHRON ETHEL M+STAAB WILLIAM M	12907 SUNBREAK WAY NE
MCFARLAND DORIS B	13550 ADAIR CREEK WAY NE
MCINTOSH ROBERT+LOIS C	23126 NE 126th ST
MCKAY THOMAS A+SHEILA E	13344 239th WAY NE
MCKINLAY ROBERT C+NANCY L	12410 232nd WAY NE

MCKNIGHT SMITH+DORINA	23056 NE 139th CT
MCLAUGHLIN ANTHONY G+ELAINE REILLY	12602 240th PL NE
MCMANAMON DAVID	13128 SUNBREAK WAY NE
MCMANUS KIRBY+MARIAN C	12715 ADAIR CREEK WAY NE
MCOMBER DENNIS M+KAREN L	23945 NE GREENS CROSSING RD
MCRAE KENNETH D	23264 NE 126th ST
MCVICKER LIVING TRUST	12636 ADAIR CREEK WAY NE
MEAD JAMES+JULIE	23151 NE 127th WAY
MEHTA JAY T+ZOHREH	11755 238th PL NE
MEIKLE S RICK+KAREN T	13796 MORGAN DR NE
MEISER DONALD L + G MARLENE	12512 232nd TER NE
MENDOZA MARGARITA E+JUSTINIANO R	23133 NE 123rd ST
MEREDITH STEPHEN A+LINDA L	13562 ADAIR CREEK WAY NE
MEYER JOYCE A	13825 231st LN NE
MICHALAK LIVING TRUST	12515 232nd WAY NE
MICKLITZ JOSEF+ELIZABETH -TRUSTEES	11708 238th PL NE
MIHOVILOVICH JOHN J+DONNA J	13422 238th PL NE
MILBRODT C RICHARD+BONNIE J	23005 NE 128th PL
MILLER LIVING TRUST	12716 ADAIR CREEK WAY NE
MILLS KAREN MOSLEY	24238 NE 130th PL
MINEMOTO MASARU+VICKI LYNN REVOCABLE LIVING TRUST	23844 NE SALAL PL
MITCHELL DAVID S+LILLY O	12406 231st AVE NE
MOIR JEFFREY K	23405 NE 131st PL
MONCRIEFF DONALD M+ROSEMARY J	11638 238th PL NE
MONTGOMERY TED L+KATHLEEN G	13026 243rd PL NE
MOORE ALICE M	12369 243rd PL NE
MOORE WILLIAM A	24580 NE 118th PL
MORLAND JUDITH A	13236 ADAIR CREEK WAY NE
MORRIS JAMES L+IVENE K	12441 230th PL NE
MORRIS ROBERT S+DONNA G	23277 NE 126th ST
MORRISON MICHAEL R+JEANNE M	12308 235th PL NE
MOSER DORIS E+DOYLE BARBARA M	12235 235th PL NE
MOUNT HARRY+JAYLENE	22834 NE 132nd PL

MOYA JOE L+SALLY A	12023 BIG LEAF WAY NE
MUDD JEAN MARIE	22880 NE 130th ST
MURDOCH JOHN R+JAN M	23038 NE 139th CT
MURPHY MICHELLE M (y) (Rhinehart, Rita (Y))	11622 239th AVE NE
MYERS JOAN	13234 SUNBREAK WAY NE
MYERS MICHAEL+KATHLEEN	13206 239th WAY NE
MYERS WILLIAM M+PRUDENCIA D	12423 231st AVE NE
MYKLAND KIMBERLY A+JAMES L	13302 239th WAY NE
MYKLAND, KIMBERLY + JAMES	12514 232nd WAY NE
NAFE SHIRLEY J	23608 NE TWINBERRY WAY
NEER WILLIAM D+CAROLE M	23571 NE TWINBERRY WAY
NEHRU AMAR	12308 BIG LEAF WAY NE
NELSEN MICHAEL C+HELEN C	12216 243rd PL NE
NELSON CRAIG KENDALL & CONNIE ANNE	23108 NE 123rd ST
NELSON RUSSELL V+JENEAN A	12301 235th PL NE
NELSON SANDRA A	23113 NE 124th PL
NESS LAWRENCE H+JANE E	13751 231st LN NE
NETZER VERNE L+MARY J HESSIG NETZER	12442 232nd WAY NE
NEWELL STEPHEN+BARBARA	23433 NE 129th CT
NEWSOM JOHN+SHARON	23939 NE ADAIR RD
NGUYEN DUONG	23013 NE 128th PL
NICHOLSON DOUGLAS B+CONSTANCE A TRUST	12453 232nd WAY NE
NIEMAN RUSSELL A+MARSHA M	22810 NE 132nd PL
NILSEN GARY A SR+JUDITH M	23008 NE 127th WAY
NOBLE DENISANN	23546 NE 122nd CT
NOMIYAMA FRANK+BETTY Y	24436 NE VINE MAPLE WAY
NOMOTO KUMIKO Y	13544 ADAIR CREEK WAY NE
NORRIS JOHN C+GLENDA C	23780 NE 134th ST
NORTHROP SHARON K LIVING TRUST (REVOCABLE TRUST)	12526 230th PL NE
OBLANDER LORENA M	13835 231st LN NE
OBREZAR RICK J+KAREN S LOVELL	13125 ADAIR CREEK WAY NE
O'BRIEN NANCY LEE	12931 SUNBREAK WAY NE
O'CONNOR EDMUND+CHRISTINE	13679 MORGAN DR NE

OEFFNER DEANNA K+ROGER A	24248 NE VINE MAPLE WAY
O'HARA A MICHAEL+JUDITH A	11810 BIG LEAF WAY NE
OLIPHANT JEFFREY L+SANDRA C -LIVING TRUST	13951 MORGAN DR NE
OLIVER MICHAEL T+BARBARA S	22877 NE 129th PL
OLSEN ELLA JEAN	13437 MAHONIA PL NE
OLSEN RALPH C+BARBARA L -REV TRUST	22904 NE 132nd PL
OLSEN WAYNE S+SHARON A	13220 ADAIR CREEK WAY NE
OPACKI DENNIS G+JUDITH	12215 243rd PL NE
OPHEIM FRAN	11671 239th AVE NE
ORLANDO DAWN LAREE	11742 239th AVE NE
OWENS MARVIN M+BETTY M	13173 ADAIR CREEK WAY NE
PALAZZOLO CONNIE+HRNCIR ALICE	12437 232nd WAY NE
PAQUIN ROBERT L+SIDNEY M	24043 NE ADAIR RD
PARIS KATHLEEN J MD TRUST (REVOCABLE TRUST)	22854 NE 128th PL
PARKER FREDERICKA A	23548 NE TWINBERRY WAY
PARRAVANO ELLEN A LIVING TRUST	11828 239th AVE NE
PARRISH HELEN C	23010 NE 128th PL
PASS JAMES D+SUSAN	12555 232nd WAY NE
PATTERSON JACK D+CATHERINE E	11806 BIG LEAF WAY NE
PATTERSON THOMAS B+JUDITH K -TRUST	12505 232nd TER NE
PAUL RICHARD A+KATHERINE G	23000 NE 127th WAY
PAUL ROBERT L (Cheryl Higgins)	23121 NE DEVON WAY
PAVITT BRUCE M+LISA M URSINO	24330 NE VINE MAPLE WAY
PAXTON JAMES ALFRED+MARY LOUISE -FAMILY REV TRUST	12518 230th PL NE
PECK FAMILY TRUST (REVOCABLE TRUST)	24145 NE 122nd ST
PEDRIDO FAMILY TRUST	11711 239th AVE NE
PEERCE WILLIAM R JR+SUSAN L	24247 NE 130th PL
PEKSA ALAN F+IRENE	12050 BIG LEAF WAY NE
PENNABAKER WILLIAM M	23417 NE 129th CT
PEPPER KRISTINE S	23775 NE 134th ST
PERKINS MICHAEL A+SHELLEY M	23127 NE 127th WAY
PETERSON DIANE M	13327 MAHONIA PL NE
PETERSON DOUGLAS W+MARYANNE	12263 243rd PL NE

PETERSON JOHN A+AGNES M	23852 NE 124th TER
PETERSON KENNETH+BETTY	24165 NE 131st TER
PETERSON RICHARD+ADELA	13750 231st LN NE
PETERSON ROGER F+PETERSON DIANNE LISLE	12635 237th WAY NE
PETERSON RONALD R+BETH V	23715 NE TWINBERRY WAY
PHILLIPS JOHN J+ELEANOR F	23025 NE 127th WAY
PIRTLE ROBERT L+JENNIFER JO	13326 239th WAY NE
PLAYFORD BRUCE A+MEEHAN L	24574 NE VINE MAPLE WAY
PLOMBON GERALD G+JOAN G	12211 235th PL NE
PLUNKETT RICHARD+MARILYN MASON-PLUNKETT	13945 MORGAN DR NE
POHL ROBERT A+MURTISE M	13229 230th PI NE
PORTER LIVING TRUST	13256 230TH PL NE
PORTERFIELD ROBERT L SR+MARIE	12441 ADAIR CREEK WAY NE
POWERS GREGORY R+MARIANNE N	23824 NE 131st PL
PRATT LAURA A	13697 MORGAN DR NE
PRECHTI KATHLEEN SUE	24539 NE VINE MAPLE WAY
PRESLEY TRUST CHRISTINE D	23658 NE 135th WAY
PRIMACY RELOCATION LLC (N) (Sandra Evans (Y))	11834 BIG LEAF WAY NE
PRINGLE ROBERT C+TINA A	13018 243rd PL NE
PROESEL CAROL WERTHEIMER	23875 NE 124th TER
PYLANT ALFRED JOE+VICKY	24215 NE 130th PL
RACKERS ANNE E	12511 230th PL NE
RADKE RONALD F+RUTH E	23610 NE 135th WAY
RADLEY THOMAS S+JANICE A	23736 NE 127th ST
RAGSDALE JEANETTE BUSSEY	23128 NE 127th WAY
RAJU DHANAM L	23134 NE 126th ST
RALL FAMILY TRUST	24266 NE 131st TER
RANGARAM SUNDER+CAROL ANN	12538 232nd WAY NE
RAYL FAMILY REVOCABLE TRUST	23028 NE 126th ST
RAYMOND DONNA C	12429 232nd WAY NE
RAZWICK JULIE M	23834 NE GREENS CROSSING RD
RECOB RICHARD W+LINDA A	12546 232nd WAY NE
REEVES GIA R MENDOZA+MICHAEL JOHN	23140 NE 123rd ST
REEVES JOHN D SR+DIA M	12234 235th PL NE

REILLY CHARLES and GAY ANN	12307 BIG LEAF WAY NE
REINKING RICHARD H+JAN R	12783 ADAIR CREEK WAY NE
RESNIK RICHARD M+AMY M	23109 NE DEVON WAY
REUBISH JANE J	13235 228th PL NE
RICHARDS LARRY O+PATRICIA C	12665 SUNBREAK WAY NE
RIEDER MARGARET R	24597 NE 118th PL
RIEGER DENNIS J+JANICE D	23248 NE 126th ST
RIEGER KEIL A	23735 NE 134th PL
Rigos, Tom (no) (BROWN DIANE M (y))	23728 NE 116th PL
RISDON VERA JANE	12325 235th PL NE
RISINGER LIVING TRUST	24337 NE VINE MAPLE WAY
ROBERTS GARY L+ANN C	12440 230th PL NE
ROBISON DAVID H+SARAH J	12262 243rd PL NE
ROBNETT DAVID+GERALDINE	13556 ADAIR CREEK WAY NE
RODEN NANCY ANN	12010 BIG LEAF WAY NE
RODMAN RICHARD L+CAROL F	12226 235th PL NE
ROGERS TERRY PATRICIA	13209 SUNBREAK WAY NE
ROLLOLAZO EMILY A	13147 234th CT NE
ROMANO DOUGLAS P+ALLISON E - TTES	13585 ADAIR CREEK WAY NE
ROMATOWSKI JOSEPH+HALLOWELL BARBARA	12754 240th PL NE
ROOD MICHAEL DEAN AND LINDA	13021 242nd PL NE
ROSENBERG DAVID H+SANDRA	22897 NE 130th ST
ROSS DONALD A+REDITH F	23787 NE 134th ST
ROSS JULITTA A	12042 BIG LEAF WAY NE
ROTH HOWARD AND KATHERINE	22914 NE 126th ST
ROTHENBERG LAURENCE+MYRA B	23208 NE 126th ST
ROUILLARD NANCY A	13738 231st LN NE
ROZGO FAMILY TRUST	12473 243rd TER NE
RUBEN GERHARD F+PALMA T	11882 BIG LEAF WAY NE
RUBIN CRAIG+DENISE H	13307 239th WAY NE
RUBIN CRAIG+DENNIS	13312 ADAIR CREEK WAY NE
RUBIN HARRY A+CYNTHIA E	23022 NE 130th ST
RUDOWICZ SIGMUND P+ROSEMARY	12414 235th PL NE
RUGGIERO CATHLEEN A	24322 NE VINE MAPLE WAY

RUHLAND RICHARD G+GERALDINE M	13131 234th CT NE
RUSHING ROBERT+GAIL	13301 239th WAY NE
RUSSELL HARRIET L	12255 243rd PL NE
RYAN WALTER RIDGWAY JR+HACKWORTH SARAH COLEMAN -TRUST	12419 243rd TER NE
SAARI JAMES R+JOYCE M	12357 BIG LEAF WAY NE
SACKMANN, ROBERT W	12748 ADAIR CREEK WAY NE
SADLER RICHARD C+CHERYL L -FAMILY TRUST	23145 NE DEVON WAY
SALDANA ELLEN	23815 NE SALAL PL
SALVATORI PHILIP C+CONSTANCE M	12299 235th PL NE
SAMAC MARIAN	23046 NE 130th ST
SANDEL WANTLAND+PHYLLIS	12154 BIG LEAF WAY NE
SANDS PATRICIA R	12510 230th PL NE
SARKIES TODD L+ILENE R	24174 NE 122nd ST
SASLOW STEPHEN M	13149 ADAIR CREEK WAY NE
SATHER JIM D	13418 MAHONIA PL NE
SCALES RICHARD L+SHIRLEY A	13243 228th PL NE
SCHAFF ANTHONY E+PHYLLIS M	23115 NE DEVON WAY
SCHEEF WILLIAM A	23840 NE 124th TER
SCHEEF, WILLIAM AND CARRIE	23884 NE 124th TER
SCHEUNEMANN ARTHUR C+MICHELLE E OWENS	13705 MORGAN DR NE
SCHMIDT IRENE M	11612 239th AVE NE
SCHMIDT STEPHEN C+KATIE B	12359 ADAIR CREEK WAY NE
SCHMIDT WILLIAM R MD+GAILOR L 2008 FAMILY TRUST	12207 243rd PL NE
SCHUETZ KAREN	11640 239th AVE NE
SCHULTZ ROBERT A	23710 NE TWINBERRY WAY
SCHUSTER LINDA M	23769 NE TWINBERRY WAY
SCHWARTZ MICHAEL+RENA	12375 ADAIR CREEK WAY NE
SCOTT MARSHALL RALPH+GRACE LYNNE	23319 NE 126th ST
SCOVEL RICHARD C. AND SUSAN	13428 238th PL NE
SELBY MARY CATHERINE+SELBY REVOCABLE LIVING TRUST	12915 SUNBREAK WAY NE
SHAEFFER DANNY A+DIANE M	13254 228th PL NE

SHAFFER JOHN G+ADRIENNE H	13880 MORGAN DR NE
SHANBERG PAUL M+JUDITH	12383 ADAIR CREEK WAY NE
SHANNON JOHN C+SANDRA MICHELE	12208 243rd PL NE
SHARP JOAN CAROL	12735 ADAIR CREEK WAY NE
SHAW MARILYN T	12628 239th PL NE
SHEEHAN JEFFREY T+SHEEHAN SANDRA E	12614 239th PL NE
Sheeran, Elizabeth	13771 MORGAN DR NE
SHELDON CHRISTOPHER M+REBECCA J	12542 230th PL NE
SHERNOFF ALAN +MARCIA S	12432 240th PL NE
SHIFLET JERRY W+ARDIS	13253 230th PL NE
SHIN KYUNG-JOON+CHU-YOUNG	22875 NE 128th PL
SHOULTS JAMES O+DONNA M	24173 NE 131st TER
SHRIVER DAVID+SHARON	13580 ADAIR CREEK WAY NE
SHRIVER HARRY J	23124 NE 123rd ST
SHTEYNBERG MARGARITA+SHTEYNBERG MIKHAIL	11667 239th AVE NE
SHUMAN CAROL J	12248 243rd PL NE
SHYNE KEVIN T+FRANCINE C	23744 NE 116th PL
SIEFKES HERBERT W+LOIS E	23026 NE 139th CT
SIEGEL JEFF+DARLENE	23566 NE TWINBERRY WAY
SIEVERS GARY L+DONNA S	23826 NE SALAL PL
SIEW CHAKWAN+SIEW MABEL CHIA-HSIN	13847 231st LN NE
SIGL JACOB A+OLGA ANNE SIGL	12510 237th WAY NE
SILVERMAN STEPHEN L+CAROL E+SILVERMAN FAMILY TRUST	22853 NE 129th PL
SIMMONS CAROL	23971 NE GREENS CROSSING RD
SIMMONS F C	22857 NE 138th CT
SINGER JEROLD M+SINGER LYNNE W	12203 235th PL NE
SKIPWORTH DAVID+SONDRA	12751 ADAIR CREEK WAY NE
Slycord, Randy C. and Norby-Slycord, Polette	12407 231st AVE NE
SMART MARGARET	22868 NE 129th PL
SMILOW ROBERT C+JEANIE L	12420 240th PL NE
SMITH DONALD L+F ERNESTINE	22862 NE 128th PL
SMITH GARY R+NILAH K	22936 NE 132nd PL
SMITH GREGG+JEANETTE	23033 NE 127th WAY

SMITH JAMES+BARBARA	13407 MAHONIA PL NE
SMITH KIM W	13272 230th PI NE
SOCHA HENRI J. and KLAVA	11821 BIG LEAF WAY NE
SOH CHRISTINA	13538 ADAIR CREEK WAY NE
SOHN YUNG J+VIVIAN S	12730 232nd PL NE
SOKOL FRANKLIN P+VIRGINIA M	11672 239th AVE NE
SOKULSKI MARTIN P+RACHELE A	13241 239th WAY NE
SOLOMON RALPH E	23029 NE 128th PL
SOMERS ARNOLD	11815 242nd PL NE
SPENCER LANI M	23810 NE 127th ST
SPOKOINY ALBERT+PAULINE F	12722 232nd PL NE
SPURLIN JAMES H+GAIL F BURKE	12523 232nd WAY NE
STACKS, PERRY ALVIN JR. AND DENELL MEXIC	24523 NE VINE MAPLE WAY
STALWICK KARLA R+DELMORE G	22821 NE 132nd St
STANGROOM MAX	24573 NE 118th PL
STARR RONALD+ELLEN BOVARNICK	24445 NE VINE MAPLE WAY
STEIGER WILLIAM H+SANDRA N	24169 NE 122nd ST
STELTER JOHN S	12228 BIG LEAF WAY NE
STELTER WALTER A+CAROL P	23733 NE SALAL PL
STEPHENSON MICHAEL J+CAROL K	11813 239th AVE NE
STEVENS PAUL R. AND PATRICIA	12617 SUNBREAK WAY NE
STEVENS PAUL R+PATRICIA A	12342 232nd TER NE
Story, Sandra	13416 238th PL NE
STRAINER MICHAEL T+ROEHRIG JUTTA	23054 NE 130th ST
STRAND PETER P+EVELYN L	23441 NE 129th CT
STREET ELVAN J+KAREN J	23152 NE DEVON WAY
STROH REVOCABLE LIVING TRUST	12449 ADAIR CREEK WAY NE
STUMPF EUGENE J+ELLEN T+STUMPF FAMILY TRUST	11821 239th AVE NE
SU MICHAEL W+JUDY Y	23818 NE 124th TER
SULLAM LINDA M	12759 ADAIR CREEK WAY NE
SUTHERLAND DAVID R+MARION M -TRUSTEES	11669 238th PL NE
SWANGARD TREVOR M+MARIANNE L	23146 NE 128th PL
SWANSON CORNELL K+SHIRLEY K	23138 NE 128th PL
SWANSON TIM+LINDA	12529 232nd TER NE

SWEATTE J SHANNON+JANET E	12418 232nd WAY NE
SWEENEY GERARD FRANCIS+SWEENEY BETTY ANN	11670 238th PL NE
SWEET TOM+JOAN	24132 NE 131st TER
SWENSON DONALD+BARBARA	13218 SUNBREAK WAY NE
SWOFFORD GARY+DIANE	23049 NE 127th WAY
SYLVESTER MARILYN J	22851 NE 128th PL
SZYMANSKI SYLVIA A	12727 ADAIR CREEK WAY NE
TALBOTT JUDY L	13715 231st LN NE
TAN MIN H+CARLOS S	12788 240th PL NE
TAUBER RICHARD N+BARBARA A	11842 BIG LEAF WAY NE
TAY AYE AYE L+CHLOE F	12389 BIG LEAF WAY NE
TAYLOR ANTHONY R+BRIGITTA G	23263 NE 126th ST
TAYLOR CAROL E	13555 ADAIR CREEK WAY NE
TAYLOR LIVING TRUST	12429 243rd PL NE
TESSMER DAVID D	12716 SUNBREAK WAY NE
THIELE GLORIA MARY	23670 NE 135th WAY
THOMPSON BRUCE D+RHODA	23611 NE 135th WAY
THOMPSON GARRETT L+SUE A	23026 NE 128th PL
THOMPSON WILLIAM G+JUDITH L	23056 NE 127th WAY
TICE GERALD FRANK & JANICE F -FAMILY TRUST	13318 239th WAY NE
TIMPE WALTER K+KATHRYN J	23712 NE SALAL PL
TOKARCHEK, NANCY L.	23578 NE TWINBERRY WAY
TOOLEN FAMILY TRUST	22865 NE 138th CT
TRACY PETER W+BARBARA L	23958 NE 127th ST
TRAVIS RICHARD	12449 240th PL NE
TREMAIN MARY	24312 NE 123rd LN
TREMBLAY ARTHUR L+BARBARA A	22864 NE 130th ST
TRIMBLE THOMAS H	13226 SUNBREAK WAY NE
TSCHUMPER REVOCABLE TRUST	23847 NE 124th TER
TSUJI FAMILY TRUST	13449 MAHONIA PL NE
TURNER CHARLES H	11813 BIG LEAF WAY NE
TURNPAUGH LISA+TIM	24526 NE VINE MAPLE WAY
URQUHART LINDA L	23020 NE 139th CT
UTTER BRENDA G	11734 239th AVE NE

VAAGA KATHRYN M	13270 228th PL NE
Vaaga, Per & Kathryn	12328 235th PL NE
VALENTINE REX C+KEIKO	13939 MORGAN DR NE
VAN PAEMEL FRANCES C TRUST	23763 NE 134th ST
VAN PATTEN MYUNG JA KIM	24420 NE VINE MAPLE WAY
VANDERSTOEP PAUL E+KAREN	13262 228th PL NE
VANDERSTROOM ARIE PIETER+MAGDA JOHANNA	22836 NE 126th ST
VAUGHAN MARY W -FAMILY IRREVOCABLE TRUST	13180 ADAIR CREEK WAY NE
Versteeg, Doug and Laura	13027 243rd PL NE
VIDOS MICHAEL	12752 ADAIR CREEK WAY NE
VIEBROCK WALTER M+CAROLYN M	13241 SUNBREAK WAY NE
VONNAHME NEIL L+DENISE S	12240 243rd PL NE
VOORHEIS ALAN E+JANICE	13846 231st LN NE
WADE RICHARD L+SUSAN L	12714 232nd PL NE
WAITE RUSSELL T+MARILYN P	24179 NE 131st TER
WALLACE ROXANNE L	23543 NE 122nd CT
WALMAR MARY	23842 NE 126th PL
WALSH JOSEPH T+ELIZABETH C	11717 239th AVE NE
WANG-SHOCKLEY XIAO YAN	23536 NE TWINBERRY WAY
Wardstrom, Robin Anne (N) (GUERNSEY PATRICIA E. (Y))	23047 NE 130th ST
WARREN SCOTT E	23650 NE TWINBERRY WAY
WARREN STANLEY D+PATRICIA A	23327 NE 126th ST
WATENPAUGH KEITH+JOYCE	23983 NE GREENS CROSSING RD
WAYMAN EARL+MARTINE	23938 NE ADAIR RD
WEBER LESTER J+JEANNE L	12401 ADAIR CREEK WAY NE
WECKER JAMES C	23754 NE SALAL PL
WEDELL LIVING TRUST	24327 NE VINE MAPLE WAY
WEHNER STEPHEN J+ANDREA K	23692 NE TWINBERRY WAY
WEINTRAUB BARRY+BONNIE S	13214 239th WAY NE
WERNER DAVID E+AMY L	24253 NE VINE MAPLE WAY
WERTZ JOHN C	24558 NE VINE MAPLE WAY
WEST CATHY M	12458 232nd WAY NE
WEST MARLIS KATHLEEN	24028 NE ADAIR RD

WETZEL SUSAN GAIL	13350 239th WAY NE
WHEELER SUSAN C	23832 NE 116th PL
WHEELWRIGHT SIDNEE J	23632 NE TWINBERRY WAY
WHELAND DANIEL J+SUSAN C SCHUTTE	12607 ADAIR CREEK WAY NE
WHITE ANN RHODES+BANICK RONALD G	12232 243rd PL NE
WHITE DANIEL L+BETTY E	12411 243rd TER NE
WHITE EVERETT ROY+BETTY-ELAINE	24157 NE 131st TER
WILDERMAN JOSEPH MICHAEL+ROBERTS JACQUELINE K	11707 238th PL NE
WILKINS JOHN A+JOANNA	24532 NE 118th PL
WILLEY STEPHEN R+CAROL V	12304 232nd WAY NE
WILLINGHAM JUDITH L	13673 MORGAN DR NE
WILSON HAROLD R+STEPHANIE KING WILSON	23782 NE GREENS CROSSING RD
WILSON NANCY P	23752 NE TWINBERRY WAY
WILSON ROBERTA M	13315 239th WAY NE
WILTON JOSEPH C JR+PAMELA P	23053 NE 128th PL
WOLFE SUSAN E	12332 BIG LEAF WAY NE
WOLL SHIRLEY E	13948 MORGAN DR NE
WOOD GRAHAM K+LESLEY M	23144 NE 127th WAY
WOODCOCK JOHN E+JOANNA G	23121 NE 124th PL
WORLINE MARY ELAINE	11716 238th PL NE
WRIGHT PAUL J JR+NANCY T	24180 NE 131st TER
WRIGHT ROBERT W+BARBARA C	22885 NE 129th PL
WYATT, LINETTE	24534 NE VINE MAPLE WAY
YEUNG ALEXANDER T+HESTER W FUN	24218 NE 131st TER
YLVISAKER J THOMAS+BILLIE FAE	13748 MORGAN DR NE
YONASHIRO SHARON+DAVID	12504 232nd TER NE
YOUMANS FREDERICK+MARY	11648 239th AVE NE
YOUNG DONALD E+YOUNG NANCY C	12457 ADAIR CREEK WAY NE
YOUNG ROBERT C+NANCY A (Y) (Lee, Elle (no))	12333 235th PL NE
ZALESKI PETER L JR+ILSEMARIE G REICHERT	23819 NE SALAL PL
ZAMBROWSKY SHEILA I	23107 NE 128th PL
ZANIKER ELEANOR H	24314 NE VINE MAPLE WAY
ZIEMKE JOHN V+KATHLEEN S	23162 NE 128th PL

ZIMMERMAN RONALD S+JUDITH K	23628 NE 135th WAY
ZYBURA LIDA FAYE	23582 NE TWINBERRY WAY
ZYTKOWICZ NANCY	23037 NE 128th PL