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SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

AERO CONSTRUCTION COMPANY, INC.,  
a Washington corporation,

Plaintiff,

v.

LEDCOR CONSTRUCTION, INC. et al.,

Defendants.

Honorable Susan Craighead

Case No. 09-2-16775-3 SEA

INTERVENOR PLAINTIFF 3922 SW  
ALASKA LLC'S COMPLAINT FOR  
JUDICIAL FORECLOSURE

3922 SW ALASKA LLC, a Washington  
limited liability company,

Intervenor Plaintiff,

v.

FAUNTLEROY PLACE, LLC, a Washington  
limited liability company; LEDCOR  
CONSTRUCTION, INC., a Washington  
corporation; AERO CONSTRUCTION  
COMPANY, INC., a Washington corporation;  
D'AMATO CONVERSANO, INC. a  
Washington corporation doing business as DCI  
ENGINEERS; KLEINFELDER WEST, INC.,  
a foreign corporation; CLEARCREEK  
CONTRACTORS, INC., a Washington  
corporation; CORE DESIGN, INC., a  
Washington corporation; SYSTECH  
ENVIRONMENTAL CORPORATION, a  
foreign corporation; MALCOLM DRILLING  
COMPANY, INC., a foreign corporation;  
GONSALVES & SANTUCCI, INC., a foreign  
corporation doing business as CONCO;

INTERVENOR PLAINTIFF 3922 SW ALASKA LLC'S  
COMPLAINT FOR JUDICIAL FORECLOSURE - 1

FOSTER PEPPER PLLC  
1111 THIRD AVENUE, SUITE 3400  
SEATTLE, WASHINGTON 98101-3299  
PHONE (206) 447-4400 FAX (206) 447-9700

1 MERIT ELECTRIC, INC., a Washington  
2 corporation; VOKA, INC., a Washington  
3 corporation; ABOSSEIN ENGINEERING,  
4 LLC,, a Washington limited liability company;  
5 WASTE MANAGEMENT DISPOSAL  
6 SERVICES OF OREGON, INC., a foreign  
7 corporation; and HANCOCK FABRICS, INC.,  
8 a foreign corporation.

Intervenor Defendants.

9 For its Intervenor Complaint, Intervenor Plaintiff 3922 SW Alaska LLC (“3922 SW  
10 Alaska”) alleges:

11 **I. PARTIES, JURISDICTION, AND VENUE**

12 1. Intervenor Plaintiff 3922 SW Alaska is a Washington limited liability company.  
13 3922 SW Alaska is the beneficiary of a Deed of Trust securing a Note for the Subject Property at  
14 issue in this lawsuit. Intervenor Plaintiff 3922 SW Alaska has satisfied all prerequisites  
15 necessary for bringing this action. The capitalized terms are defined herein below.

16 2. Upon information and belief, Defendant Fauntleroy Place, LLC (“Fauntleroy  
17 Place”) is a Washington limited liability company. Defendant Fauntleroy Place is the borrower  
18 under a Note owned by Intervenor Plaintiff 3922 SW Alaska and is the owner of the Subject  
19 Property subject to the Deed of Trust that is being foreclosed per this Complaint for Judicial  
20 Foreclosure.

21 3. Upon information and belief, Defendant Ledcor Construction, Inc. (“Ledcor”) is a  
22 Washington corporation doing business in King County, Washington, and has recorded a claim  
23 of lien against the Subject Property.

24 4. Upon information and belief, Defendant Aero Construction Company, Inc. (“Aero  
25 Construction”) is a Washington corporation doing business in King County, Washington, and has  
26 recorded a claim of lien against the Subject Property.

1           5.       Upon information and belief, Defendant D’Amato, Conversano, Inc. (“DCI  
2 Engineers”) is a Washington corporation doing business in King County, Washington, and has  
3 recorded a claim of lien against the Subject Property.

4           6.       Upon information and belief, Defendant Kleinfelder West, Inc. (“Kleinfelder”) is  
5 a California corporation doing business in King County, Washington, and has recorded a claim  
6 of lien against the Subject Property.

7           7.       Upon information and belief, Defendant Clearcreek Contractors, Inc.  
8 (“Clearcreek”) is a Washington corporation doing business in King County, Washington, and  
9 has recorded a claim of lien against the Subject Property.

10          8.       Upon information and belief, Defendant Core Design, Inc. (“Core Design”) is a  
11 Washington corporation doing business in King County, Washington, and has recorded a claim  
12 of lien against the Subject Property.

13          9.       Upon information and belief, Defendant Systech Environmental Corporation  
14 (“Systech Environmental”) is a Delaware corporation doing business in King County,  
15 Washington, and has recorded a claim of lien against the Subject Property.

16          10.      Upon information and belief, Defendant Malcolm Drilling Company (“Malcolm  
17 Drilling”) is a California corporation doing business in King County, Washington, and has  
18 recorded a claim of lien against the Subject Property.

19          11.      Upon information and belief, Defendant Gonsalves & Santucci, Inc. (“Conco”) is  
20 a California corporation doing business in King County, Washington, and has recorded a claim  
21 of lien against the Subject Property.

22          12.      Upon information and belief, Defendant Merit Electric, Inc. (“Merit Electric”) is a  
23 Washington corporation doing business in King County, Washington, and has recorded a claim  
24 of lien against the Subject Property.



1           20.     The legal description of the Subject Property is:

2           PARCEL A:

3           LOTS 17 THROUGH 24, INCLUSIVE, BLOCK 55, BOSTON CO.'S PLAT OF WEST  
4           SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3  
            OF PLATS, PAGE(S) 19, IN KING COUNTY, WASHINGTON;

5           EXCEPT THAT PORTION OF SAID LOT 24 CONDEMNED IN KING COUNTY  
6           SUPERIOR COURT CAUSE NUMBER 70682, AS PROVIDED BY ORDINANCE  
            NUMBER 21302 OF THE CITY OF SEATTLE.

7           PARCEL B:

8           LOTS 10 TO 24, INCLUSIVE, BLOCK 56, BOSTON CO.'S PLAT OF WEST  
9           SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3  
            OF PLATS, PAGE(S) 19, IN KING COUNTY, WASHINGTON;

10          EXCEPT PORTIONS OF SAID LOTS 23 AND 24 HERETOFORE CONDEMNED IN  
11          KING COUNTY SUPERIOR COURT CAUSE NUMBERS 70682 AND 93059 FOR  
12          STREET PURPOSES, AS PROVIDED BY ORDINANCE NUMBERS 21302 AND  
            29063, RESPECTIVELY, OF THE CITY OF SEATTLE.

13          PARCEL C:

14          THAT PORTION OF THE ALLEY ADJOINING DESCRIBED AS FOLLOWS  
            WHICH, UPON VACATION, WOULD ATTACH BY OPERATION OF LAW:

15          ALL THAT PORTION OF THE ALLEY BETWEEN BLOCKS 55 AND 56, BOSTON  
16          CO.'S PLAT OF WEST SEATTLE, ACCORDING TO THE PLAT THEREOF  
17          RECORDED IN VOLUME 3 OF PLATS, PAGE 19, LYING NORTHERLY OF THE  
18          NORTHERLY RIGHT-OF-WAY LINE OF S.W. ALASKA STREET AND  
            SOUTHERLY OF THE EASTERLY PRODUCTION OF THE NORTHERLY LINE OF  
            LOT 17, BLOCK 55, IN SAID PLAT OF BOSTON CO.'S PLAT OF WEST SEATTLE,  
            IN KING COUNTY, WASHINGTON.

19          21.     Parcel C has been alternatively described as:

20          THE SOUTH 190 FEET OF THE ALLEY ADJACENT TO LOTS 17-24; LYING  
21          BETWEEN BLOCK 55 AND BLOCK 56, BOSTON CO.'S PLAT OF WEST  
22          SEATTLE; NEAR THE ALASKA JUNCTION OF THE WEST SEATTLE  
23          NEIGHBORHOOD OF SEATTLE, PURSUANT TO THE CITY OF SEATTLE CLERK  
24          FILE NUMBER 308171, WHICH UPON VACATION, WOULD ATTACH BY  
25          OPERATION OF LAW; EXCEPT THAT PORTION THEREOF CONDEMNED IN  
26          KING COUNTY SUPERIOR COURT CAUSE NUMBER 70682, AS PROVIDED BY  
            ORDINANCE NUMBER 21302 OF THE CITY OF SEATTLE.

1           22.    The Deed of Trust secured a promissory note (“Note”) in the amount of  
2 \$18,984,594.33 with interest thereon, executed by Defendant Fauntleroy Place and delivered to  
3 Seattle Capital. A true and correct copy of the Note is attached as Exhibit 2.

4           23.    On or about November 4, 2008, Defendant Fauntleroy Place and Seattle Capital  
5 entered into an Amendment to Loan Agreement and Note (“Note Amendment”). Under the Note  
6 Amendment, the value of the Note increased to \$21 million. A true and correct copy of the Note  
7 Amendment is attached as Exhibit 3.

8           24.    On or about November 4, 2008, Defendant Fauntleroy Place and Seattle Capital  
9 entered into a Deed of Trust Amendment. Pursuant to the terms of the Deed of Trust  
10 Amendment, the value of the loan secured by the Deed of Trust increased to \$21 million. The  
11 Deed of Trust Amendment was recorded on or about November 5, 2008 under Auditor’s File No.  
12 20081105001214, records of King County. A true and correct copy of the Deed of Trust  
13 Amendment is attached as Exhibit 4.

14           25.    On or about June 30, 2009, Intervenor Plaintiff 3922 SW Alaska entered into a  
15 Loan Purchase and Sale Agreement with Seattle Capital Corporation in which it purchased the  
16 Note, Amended Note, Deed of Trust, and Amended Deed of Trust.

17           26.    Under the Loan Purchase and Sale Agreement, Seattle Capital Corporation  
18 assigned its interest in the Deed of Trust and Amended Deed of Trust to Intervenor Plaintiff 3922  
19 SW Alaska. The assignment was recorded on or about June 30, 2009 under Auditor’s File No.  
20 20090630002064, records of King County. A true and correct copy of this assignment is  
21 attached as Exhibit 5.

22           27.    Defendant Fauntleroy Place acknowledges that it is currently in default under the  
23 Note and Amended Note and that Intervenor Plaintiff 3922 SW Alaska is entitled to immediately  
24 proceed with the present action.

1 **III. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION – SUIT ON NOTE**

3 28. Intervenor Plaintiff 3922 SW Alaska incorporates all prior paragraphs as though  
4 restated in full herein.

5 29. Intervenor Plaintiff 3922 SW Alaska has been required to expend certain sums for  
6 title search in connection with the prosecution of this action. Repayment of such amounts is  
7 indebtedness secured by the Deed of Trust.

8 30. Prior to the entry of judgment herein, Intervenor Plaintiff 3922 SW Alaska may  
9 be required to advance sums for the payment of taxes, assessments, water bills, or fire insurance  
10 on the Subject Property; additional sums for the protection, preservation and/or care of the  
11 Subject Property; and additional sums required to comply with municipal ordinances regarding  
12 the maintenance, ownership, and condition of the Subject Property, together with other charges  
13 constituting prior liens on the Subject Property. In the event any such advances are made, they  
14 are secured by the Deed of Trust and/or Amended Deed of Trust, and Intervenor Plaintiff 3922  
15 SW Alaska is entitled to and will add them to the amount of the judgment and decree of  
16 foreclosure to be entered in this lawsuit.

17 31. Based on the allegations set forth above, Intervenor Plaintiff is entitled to money  
18 judgment on the Note and Amended Note against Defendant Fauntleroy Place.

19 **SECOND CAUSE OF ACTION – FORECLOSURE OF DEED OF TRUST**

20 32. Intervenor Plaintiff 3922 SW Alaska incorporates all prior paragraphs as though  
21 restated in full herein.

22 33. Intervenor Plaintiff 3922 SW Alaska has been required to expend certain sums for  
23 title search in connection with the prosecution of this action. Repayment of such amounts is  
24 indebtedness secured by the Deed of Trust.

25 34. Prior to the entry of judgment herein, Intervenor Plaintiff 3922 SW Alaska may  
26 be required to advance sums for the payment of taxes, assessments, water bills, or fire insurance

1 on the Subject Property; additional sums for the protection, preservation and/or care of the  
2 Subject Property; and additional sums required to comply with municipal ordinances regarding  
3 the maintenance, ownership, and condition of the Subject Property, together with other charges  
4 constituting prior liens on the Subject Property. In the event any such advances are made, they  
5 are secured by the Deed of Trust and/or Amended Deed of Trust, and Intervenor Plaintiff 3922  
6 SW Alaska is entitled to and will add them to the amount of the judgment and decree of  
7 foreclosure to be entered in this lawsuit.

8 35. No other judicial action has been instituted by Intervenor Plaintiff  
9 3922 SW Alaska to recover on the Note or the Amended Note or to foreclose the Deed of Trust  
10 or Amended Deed of Trust.

11 36. If any additional parties claiming an interest in and to the Subject Property have  
12 been inadvertently omitted, Intervenor Plaintiff 3922 SW Alaska reserves the right to add such  
13 parties as additional parties defendant and to have their rights adjudicated in this lawsuit.

14 37. Based on the allegations set forth above, Intervenor Plaintiff 3922 SW Alaska is  
15 entitled to judgment and decree of foreclosure under the Deed of Trust and the Amended Deed of  
16 Trust against the Subject Property.

#### 17 **IV. PRAYER FOR RELIEF**

18 Intervenor Plaintiff 3922 SW Alaska requests the following relief:

- 19 1. For all sums due, and to become due, under the Note and Deed of Trust in an  
20 amount to be proved at trial;
- 21 2. For foreclosure of 3922 SW Alaska's security interest in the Deed of Trust, in  
22 accordance with the terms thereof, including without limitation the following  
23 relief:
  - 24 a. That the Deed of Trust be adjudged and decreed to be a valid and  
25 paramount lien on the Subject Property, superior to any and all right, title,  
26



1 interest, lien or estate of any of the Defendants, or anyone claiming by,  
2 through or under any of the Defendants; and

3 b. That the Deed of Trust be foreclosed and the Subject Property be sold by  
4 the sheriff of King County, Washington, in the manner provided by law  
5 for foreclosures and in accordance with the practice of this Court; and

6 c. That the proceeds of such sale be applied toward the payment of the  
7 judgment herein rendered in favor of Intervenor Plaintiff, together with  
8 any costs and increased costs of sale; and

9 d. That Intervenor Plaintiff be permitted to become bidder and purchaser at  
10 such sale; and

11 e. That the Court decree that none of the Defendants or any person claiming  
12 by, through or under any of the Defendants, is entitled to possession of the  
13 Subject Property after the sale and that the purchaser at such sale shall be  
14 adjudged entitled to the sole and exclusive possession of the Subject  
15 Property, together with any rents, issues, and profits arising therefrom; and

16 f. That the purchaser at such sale be forthwith let into possession of the  
17 Subject Property; and

18 g. That the Defendants and any and all persons claiming by, through or under  
19 any of them be forever barred and foreclosed from any and all right, title,  
20 interest, lien, or estate in and to the Subject Property or any part thereof;  
21 and

22 h. That 3922 SW Alaska be awarded an equitable lien upon the  
23 Subject Property and be subrogated to the interests of prior lien holders to  
24 the extent of payments made during the redemption period, to protect its  
25 interests under the Deed of Trust;  
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