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3 'KING COUNTY'  
4 SUPERIOR COURT CLERK  
5 SEATTLE, WA.

6 SUPERIOR COURT OF WASHINGTON  
7 IN AND FOR KING COUNTY

8 AERO CONSTRUCTION COMPANY, INC., a  
9 Washington corporation,

10 Plaintiff,

11 v.

12 LEDCOR CONSTRUCTION, INC., a  
13 Washington corporation; FAUNTLEROY  
14 PLACE, LLC, a Washington limited liability  
15 corporation; WHOLE FOODS MARKET  
16 PACIFIC NORTHWEST, INC., a foreign  
17 corporation; HANCOCK FABRICS, INC., a  
18 foreign corporation; SEATTLE CAPITAL  
19 CORPORATION, a Washington corporation;  
20 D'AMATO, CONVERSANO, INC., a  
21 Washington corporation doing business as DCI  
22 ENGINEERS; KLEINFELDER WEST, INC., a  
23 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; MERIT  
ELECTRIC, INC., a Washington corporation,

Defendants.

NO. 09-2-16775-3 SEA

SUMMONS [20-DAY]

SUSAN J CRAIGHEAD

TO: THE ABOVE NAMED DEFENDANT

SUMMONS - 1

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Stanislaw Ashbaugh  
701 FIFTH AVE., SUITE 4400  
SEATTLE, WA 98104  
T. 206.386.5900 F. 206.344.7400

1 A lawsuit has been started against you in the above-entitled Court by Aero Construction  
2 Company, Inc., the Plaintiff in this action. Plaintiff's claim is stated in the written Complaint, a copy  
3 of which is served upon you with this summons.

4 In order to defend against this lawsuit, you must respond to the Complaint by stating your  
5 defense in writing, and serve a copy upon the undersigned attorney for the Plaintiff within 20 days  
6 after the service of this Summons, if served upon you within the State of Washington or 60 days if  
7 served upon you outside the state of Washington, including the day of service, or a default judgment  
8 may be entered against you without notice. A default judgment is one where Plaintiff is entitled to  
9 what has been asked for because you have not responded. If you serve a notice of appearance on the  
10 undersigned attorney, you are entitled to notice before a default judgment may be entered.

11 You may demand that the Plaintiff file this lawsuit with the Court. If you do so, the demand  
12 must be in writing and must be served upon the undersigned attorney for the Plaintiff at the address  
13 stated below. Within 14 days after you serve the demand, the Plaintiff must file this lawsuit with the  
14 Court, or the service on you of this Summons and Complaint will be void.

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

17 This Summon is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State of  
18 Washington.

1  
2 DATED this 23rd day of April, 2009.

3 STANISLAW ASHBAUGH, LLP

4  
5   
By \_\_\_\_\_

6 John S. Riper, WSBA #11161

7 Tymon Berger, WSBA #39979

8 Attorneys for Plaintiff  
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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., a  
Washington corporation; FAUNTLEROY  
PLACE, LLC, a Washington limited liability  
corporation; WHOLE FOODS MARKET  
PACIFIC NORTHWEST, INC., a foreign  
corporation; HANCOCK FABRICS, INC., a  
foreign corporation; SEATTLE CAPITAL  
CORPORATION, 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; MERIT  
ELECTRIC, INC., a Washington corporation,

Defendants.

NO. **09-2-16775-3 SEA**  
COMPLAINT

1 Plaintiff Aero Construction Company, Inc. ("Aero") alleges as follows:

2 1. Aero is a corporation organized under the laws of the State of Washington and  
3 licensed as a construction contract by the Washington State Department of Labor and Industries.  
4 Aero has performed all necessary prerequisites for maintaining this action.

5 2. This action seeks foreclosure of lien rights on real property commonly known as  
6 Parcel #09526007175 and 09526007265, located on the north side of SW Alaska Street between  
7 40th Avenue SW and 39th Avenue SW, in Seattle, King County, Washington (the "Property"). The  
8 legal description for the Property is:

9 Parcel #09526007175:

10 Lots 17 through 24, inclusive, Block 55, BOSTON CO.'S PLAT OF  
11 WEST SEATTLE, according to the plat thereof recorded in Volume 3  
12 of Plats, Page(s) 19, records of King County, Washington;

13 Except that portion of said Lot 24 condemned in King County  
14 Superior Court Cause Number 70682, as provided for by Ordinance  
15 Number 21302 of the City of Seattle.

16 Parcel #09526007265:

17 Lots 10 through 24, inclusive, Block 56, BOSTON CO.'S PLAT OF  
18 WEST SEATTLE, according to the plat thereof recorded in Volume 3  
19 of Plats, Page(s) 19, records of King County, Washington;

20 Except those portions of said Lots 23 and 24 condemned in King  
21 County Superior Court Cause Number 70682 and 93059, as provided  
22 for by Ordinance Numbers 21302 and 29063, respectively, of the City  
23 of Seattle.

3. Defendant Ledcor Construction, Inc. ("Ledcor") is a Washington corporation doing  
business in King County, Washington. Ledcor was the prime contractor for the construction of  
improvements to the Property. Ledcor has a recorded a claim of lien against the Property.

4. Defendant Fauntleroy Place, LLC ("Fauntleroy") is a Washington limited liability  
company. Fauntleroy owns an interest in the Property and contracted with Ledcor for the  
construction of improvements to the Property.

1           5.       Defendant Whole Foods Market Pacific Northwest, Inc. ("Whole Foods") is a foreign  
2 corporation doing business in King County, Washington. Whole Foods is believed to have a  
3 leasehold interest in the Property.

4           6.       Defendant Hancock Fabrics, Inc. ("Hancock Fabrics") is a foreign corporation doing  
5 business in King County, Washington. Hancock Fabrics is believed to have a leasehold interest in  
6 the Property.

7           7.       Defendant Seattle Capital Corporation ("SCC") is a Washington corporation with its  
8 principal place of business in Seattle, King County, Washington. SCC is believed to be the  
9 beneficiary of a deed of trust in the Property.

10          8.       Defendant D'Amato, Conversano, Inc. ("DCI Engineers") is a Washington  
11 corporation doing business in King County, Washington as DCI Engineers. DCI Engineers has  
12 recorded a claim of lien against the Property.

13          9.       Defendant Kleinfelder West, Inc. ("Kleinfelder") is a California corporation doing  
14 business in King County, Washington. Kleinfelder has recorded a claim of lien against the Property.

15          10.      Defendant Clearcreek Contractors, Inc. ("Clearcreek") is a Washington corporation  
16 doing business in King County, Washington. Clearcreek has a recorded claim of lien against the  
17 Property.

18          11.      Core Design, Inc. ("Core Design") is a Washington corporation with their principal  
19 place of business in Bellevue, King County, Washington. Core Design has a recorded claim of lien  
20 against the Property.

21          12.      Systech Environmental Corporation ("Systech") is a Delaware corporation doing  
22 business in King County, Washington. Systech has a recorded claim of lien against the Property.  
23

1           13.     Malcolm Drilling Company, Inc. ("Malcolm") is a California corporation doing  
2 business in King County, Washington. Malcolm has a recorded claim of lien against the Property.

3           14.     Gonsalves & Santucci, Inc. ("Conco") is a California corporation doing business in  
4 King County, Washington as Conco. Conco has a recorded claim of lien against the Property.

5           15.     Merit Electric, Inc. ("Merit") is a Washington corporation doing business in King  
6 County, Washington. Merit has a recorded claim of lien against the Property.

7           16.     The Court has jurisdiction over the subject matter and parties to this suit. This suit is  
8 properly venued in King County.

9           17.     On information and belief, under the terms of Fauntleroy's leases with Whole Foods  
10 and Hancock Fabrics, Fauntleroy was obligated to order improvements to Whole Foods' and  
11 Hancock Fabrics' leasehold interests. Fauntleroy ordered these improvements from Ledcor.

12           18.     Ledcor acted as Fauntleroy's construction agent in ordering Aero to make  
13 improvements to the Property, including improvements that benefited Whole Foods' and Hancock  
14 Fabrics' leasehold interests.

15           19.     Aero contracted with Ledcor to furnish labor, materials, and equipment in the  
16 construction of improvements to the Property, including improvements to the interests held by  
17 Fauntleroy, Whole Foods, and Hancock Fabrics.

18           20.     Ledcor materially breached its contract with Aero, including but not limited to failing  
19 to pay Aero for work Aero performed. As a result of Ledcor's breach, Aero is entitled to damages in  
20 an amount to be determined at trial, but no less than \$810,662 plus interest, costs, and attorneys'  
21 fees.

22           21.     Ledcor was unjustly enriched by Aero's work. Aero is entitled to restitution in an  
23 amount to be determined at trial, but no less than \$810,662.

22. On December 23, 2008, within 90 days of its last work on the Property, Aero recorded a claim of lien against the Property in the amount of \$1,236,009, plus interest, costs, and attorneys' fees. Aero's lien claim designates the amount due on each of the Property's two parcels. On April 23, 2009, Aero recorded a partial release of claim of lien in the amount of \$425,347, bringing Aero's remaining lien claim to \$810,662, plus interest, costs, and attorneys' fees. Less than eight months have passed since Aero recorded its claim of lien.

23. Aero is entitled to foreclose its lien against the Property and to obtain a judgment declaring Aero's lien superior to all other claimed interests in the Property.

WHEREFORE, Aero prays for the following relief:

1. Judgment against Ledcor in an amount to be determined at trial, but no less than \$810,662, plus pre-judgment interest, costs, and attorneys' fees;
2. Foreclosure of Aero's lien against the Property;
3. Judgment establishing Aero's lien as valid and superior to the interests of all defendants;
4. Pre-judgment interest on Aero's claim of lien, accruing from December 23, 2008, plus costs and attorneys' fees;
5. Award of Aero's costs and attorneys' fees incurred in bringing this action; and
6. Award of such other relief as the Court deems just and equitable.

DATED this 23rd day of April, 2009.

STANISLAW ASHBAUGH, LLP

By 

John S. Riper, WSBA #11161  
Tymon Berger, WSBA #39979  
Attorneys for Plaintiff