

RECEIVED
COURT OF APPEALS
DIVISION ONE

NOV 08 2013

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

COURT OF APPEALS DIVISION 1

STATE OF WASHINGTON

NORWOOD GLEN CONDOMINIUM
ASSOC.,

Plaintiff,

v.

LINCOLN and JUDITH DAVID

Defendant/Third Party
Plaintiffs and Appellant,

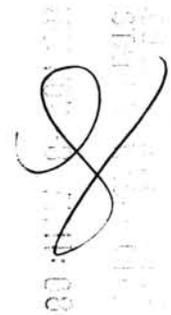
v.

RICHARD G. NORD, GENE BRYSON,
and GEORGEAN MADDY,

Third Party Defendants and
Respondents.

NO. 70525-3-1

RESPONDENT, RICHARD G.
NORD, SR., REPLY BRIEF



STATEMENT OF THE CASE

Lincoln and Judith David ("David") purchased a condominium unit built by and offered for sale by Nord Northwest Corporation ("NNC"), through its real estate listing agency, Windermere of Arlington. Georgean Maddy ("Maddy") was the listing agent and Gene

1 Bryson (“Bryson”) was the agency owner. Brad Jessup (“Jessup”) was the sales agent for
2 David and was from the same office. Richard G. Nord, Sr. (“Nord”) was the president of
3 NNC.
4

5 After closing, David felt that portions of the covenants and declarations were misrepresented
6 by Maddy, Bryson and Nord, and a lawsuit was filed by David in the Snohomish County
7 Superior Court claiming an unlawful practice of law and a violation of the Consumer
8 Protection Act by Maddy, Bryson and Nord.
9

10
11 On motions for summary judgment, the Trial Court found David’s claims to be insufficient,
12 and dismissed all of David’s claims against Maddy, Bryson and Nord with prejudice.
13

14 ARGUMENT

15 David now brings this action to the Court of Appeals using the same arguments and facts
16 used earlier.

17 David assigns six errors to the trial courts findings:

- 18
19 1. *The Trial Court erred in holding the advice of Nord, Maddy and Bryson given to the*
20 *David’s regarding the application of the Federal Fair Housing Act and how it*
related to the Restrictive Covenant to be the authorized Practice of Law.

21 The trial court did not err. Nord never met or had conversations with David either
22 personally, or corporately before David’s purchase, and the closing of his condominium
23 unit.

- 24 2. *The Trial Court erred in holding that the Rules of Professional Conduct were not*
25 *applicable to Nord, Maddy and Bryson’s action in giving advice as to the*
26 *application of the Federal Fair Housing Act and how it related to the Restrictive*
Covenant.

1 Nord did not give advice of any kind to David, nor did he instruct Maddy or Bryson to give
2 advice to David.

3
4 *3. The Trial Court erred in holding that Nord's conduct was protected by the
corporate shield.*

5 Nord never acted outside of this capacity as president of Nord Northwest Corporation
6 regarding the construction or sale of units at Norwood Glenn Condominium, either with
7 David, or Maddy, or Bryson. There has been no argument made by David, or evidence
8 presented to the contrary in an attempt to pierce the corporate veil.

9
10 *4. The Trial Court erred in holding that misrepresentation that induces a purchaser to
purchase is not grounds for rescission of the contract when the seller and seller's
11 agents know or reasonably should have known that the representation was false
and that the purchaser was relying on such representation.*

12 Nord could have made no misrepresentations to David in as much as he did not meet him
13 until after David's unit closed. In fact, the only information transferred from the Seller,
14 NNC, to the Buyer, David, prior to the exchange of the purchase and sale agreement was the
15 Public Offering Statement for Norwood Glen Condominium. Anything construed as advice
16 from NNC to David could only be a part of this document. At the bottom of the first page of
the Public Offering Statement in bold type is the following:

17 **"THIS PUBLIC OFFERING STATEMENT IS ONLY A SUMMARY OF SOME
18 OF THE SIGNIFICANT ASPECTS OF PURCHASING A UNIT IN THIS
19 CONDOMINIUM AND THE CONDOMINIUM DOCUMENTS ARE
20 COMPLEX. CONTAIN OTHER IMPORTANT INFORMATION AND CREATE
BINDING LEGAL OBLIATIONS. YOU SHOULD CONSIDER SEEKING THE
ASSISTANCE OF LEGAL COUNSEL."**

21 If NNC gave any representations to David it was to consider seeking the assistance of legal
22 council.

23
24 *5. The Trial Court erred in granting summary judgment dismissing Davids.*

25 Weighing all evidence before it, the Trial court did not err in granting summary judgment
26 dismissing the David's claims.



Richard G. Nord, Sr.
Pro se

RECEIVED
COURT OF APPEALS
DIVISION ONE

NOV 08 2013

COURT OF APPEALS DIVISION 1

STATE OF WASHINGTON

NORWOOD GLEN CONDOMINIUM
ASSOC.,

Plaintiff,

v.

LINCOLN and JUDITH DAVID

Defendant/Third Party
Plaintiffs and Appellant,

v.

RICHARD G. NORD, GENE BRYSON,
and GEORGEAN MADDY,

Third Party Defendants and
Respondents.

NO. 70525-3-1

ORDER DENYING THIRD
PARTY PLAINTIFF DAVID'S
APPEAL.

2013-11-08 11:11:08

STATE OF WASHINGTON

This matter came before the court on Third Party Plaintiff and Appellant, Lincoln and Judith David's appeal of Trial Court's finding in favor of Third Party Defendant/Respondent Richard G. Nord, Sr. Richard G. Nord, Sr., appearing pro see, filed with the court a response

to David's appeal. Third Party David appeared through council of record Fredrick Ockerman.

This Court having reviewed all the records and having heard arguments finds the following: David failed to show evidence of why Richard G. Nord, Sr. should personally be a party to this action.

The Court being fully advised hereby ordered, adjudged and decreed that:

1. Third Party Plaintiffs and Appellant Lincoln and Judith David's Appeal is DENIED, and that findings of the Snohomish County Superior Court are upheld.

Done in open court this _____ day of November 2013.

By _____
Judge

By _____
Judge

By _____
Judge

Approved for Entry:



Richard G. Nord, Sr. pro se

Fredrick Ockerman
Attorney for Third Party
Plaintiff David