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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY WHATCOM

JOHN T. DIERDORFF and JANICE
DIERDORFF, a married couple,

Plaintiffs,

vs.

MATTHEW MAHAFFIE, individually;
DEAD GOAT PROPERTIES, LLC, a
Washington limited liability company;
WHATCOM COUNTY, a political
subdivision of the State of Washington; and,
JOHN and/or JANE DOES 1-10,

Defendants.

Cause No.

VERIFIED COMPLAINT

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COME NOW Plaintiffs JOHN T. DIERDORFF and JANICE DIERDORFF
("Plaintiffs" or "the Dierdorffs"), unrepresented by counsel, and hereby allege as follows:

I. PARTIES

1. The Dierdorffs are husband and wife residing in Polk County, Oregon. At all
relevant times, the Dierdorffs were the owners of a certain tract of real property located at 4470
Castlerock Drive, Blaine, Washington 98230 ("the Property"), which is located in
unincorporated Whatcom County.

13 2. Defendant, Matthew Mahaffie (“Mahaffie”) is an individual residing in Skagit
14 County, Washington. At all relevant times, Mahaffie was employed by Whatcom County as a
15 Natural Resources Planner in the Planning and Development Services Department (“PDS”),
16 with authority over critical areas reviews, wetland delineations, and permitting decisions.
17 Mahaffie is also a governor and principal of Dead Goat Properties, LLC, and owns and operates
18 Skagit Wetlands and Critical Areas, LLC, a consulting business.

19 3. Mahaffie used his position at PDS for personal gain as alleged herein. Defendant,
20 Dead Goat Properties, LLC (“Dead Goat”) is a Washington State limited liability company
21 formed in 2019, with its Registered Agent located in Sedro Woolley, Washington. Dead Goat
22 was used by Mahaffie as a vehicle to purchase and resell the Property at a profit.

23 4. At all relevant times, Mahaffie acted not only in his individual capacity, but also as an
24 agent, servant, employee, alter-ego, and/or joint-venturer of Dead Goat, and in doing the acts
25 alleged herein, acted within the course and scope of such agency, employment, alter-ego, and/or
26 in furtherance of the joint venture. Each of Mahaffie’s acts alleged herein was done with the
27 permission and consent of Dead Goat. Upon information and belief, at all times relevant
28 hereto:

29 5. Dead Goat is and/or was the alter egos of Mahaffie, and there exists, and at all times
30 herein mentioned has existed, a unity of interest and ownership between said Defendants such
31 that any separateness between them has ceased to exist in that Mahaffie completely controlled
32 the business and affairs, dominated, managed, and operated Dead Goat as his personal for-profit
33 enterprise. Mahaffie 1) commingled the funds and assets of Dead Goat and diverted
34 corporate/company funds and assets for his own personal use, 2) disregarded legal formalities

35 and failed to maintain an arm's-length relationship with Dead Goat, 3) inadequately capitalized
36 Dead Goat, 4) held himself out as personally responsible for the debts of Dead Goat, 5) used
37 Dead Goat as a mere shell, instrumentality, or conduit for himself, 6) used Dead Goat to
38 procure labor, services, or merchandise for another person or entities, 7) manipulated the assets
39 and liabilities between Dead Goat and himself so as to concentrate the assets in one and the
40 liabilities in another, and to otherwise avoid the legal, fiduciary, and other duties owed to
41 Plaintiffs, 8) used Dead Goat to conceal his financial interests and/or personal business
42 activities, 9) used Dead Goat entities to shield against personal obligations and to avoid the
43 legal, fiduciary, and other duties owed to Plaintiffs, and 10) not only influenced and governed
44 Dead Goat, but there was such a unity of interest and ownership that the individuality, or
45 separateness, of Mahaffie and Dead Goat ceased, such that adherence to the fiction of the
46 separate existence of these entities would, under the circumstances, permit a fraud or promote
47 injustice. Defendant, Whatcom County, is a municipal corporation and political subdivision of
48 the State of Washington, operating the PDS department responsible for land-use and
49 development permitting, critical areas regulations, and enforcement of certain provisions of the
50 Whatcom County Code.

51 6. Defendants, John and/or Jane Does 1-10 are individuals, entities, or county
52 employees whose identities are currently unknown but who participated in the conspiracy,
53 misrepresentations, and/or negligent acts alleged herein. The John and Jane Doe Defendants
54 may include but are not limited to other PDS staff, supervisors, or real estate agents involved in
55 transactions concerning the Property. Plaintiffs respectfully request leave to amend this
56 Complaint to name additional defendants upon ascertaining their identities.

VERIFIED COMPLAINT

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57 **II. JURISDICTION AND VENUE**

58 7. Plaintiffs re-allege all the preceding and following paragraphs, and incorporate the
59 same as though fully set forth herein.

60 8. Jurisdiction is conferred upon this Court by RCW 2.08.010, RCW 7.24.010, .020, and
61 .050 (the Uniform Declaratory Judgments Act), and pursuant to Article IV, Section 6 of the
62 Washington State Constitution. Defendant Whatcom County is a municipal corporation located
63 in Whatcom County, Washington. Defendant Mahaffie is a resident of Washington who was
64 and is employed by Whatcom County at all relevant times. Defendant Dead Goat is a
65 Washington limited liability company with its principal place of business in Washington State,
66 and which transacted business in Whatcom County.

67 9. Venue is properly laid in Whatcom County Superior Court pursuant to RCW
68 4.12.020 and/or 4.12.025, and because all parties transact business, and/or have an office for the
69 transaction of business, and/or transacted business at the time the cause of action arose, in
70 Whatcom County, Washington, and the disputes giving rise to this action arose in Whatcom
71 County, Washington.

72 **III. FACTUAL ALLEGATIONS**

73 10. Plaintiffs re-allege all the preceding and following paragraphs, and incorporate the
74 same as though fully set forth herein.

75 11. In or around 2017, the Dierdorffs purchased the Property, which is a residential lot
76 in the Loomis Trail subdivision in Blaine, Washington, which had been platted and granted final
77 plat approval in 2002. At the time of their purchase, Plaintiffs believed the Property could be
78 fully developed with a single-family residence.

79 12. On or around June 9, 2017, the Dierdorffs submitted a Natural Resource
80 Assessment application (CA2017-00214) to Whatcom County PDS, paid the associated fee, and
81 sought confirmation that the Property could be developed with a single-family residence.

82 13. On June 12, 2017, PDS issued a letter of completeness, signed by Linda Nielsen on
83 behalf of the Natural Resources Division of PDS.

84 14. On July 28, 2017, PDS, through Defendant Mahaffie or under his influence, issued a
85 Notice of Additional Requirements (“2017 NOAR”), falsely asserting that the Property was
86 encumbered by offsite wetlands to the north, requiring expensive mitigation, buffers, variances,
87 and/or reasonable use exemptions.

88 15. Mahaffie, in his official capacity, represented to Plaintiffs that the Property was
89 “entirely encumbered” by wetlands and wetland buffers, devaluing the Property and rendering it
90 unbuildable without significant additional and intentionally inflated cost. As confirmed in a
91 subsequent, County-commissioned investigation, Mahaffie wrote in the 2017 NOAR that much
92 of the Property consisted of buffer from the adjacent wetlands tract, but that it could still be
93 developed if the owners pursued options, such as a reasonable use exception.

94 16. These representations were false and to the detriment of Plaintiffs’ interests, as the
95 2002 plat mitigation had addressed all impacts and buffers, and no new critical area review was
96 required under the then-current regulations. Mahaffie knew, or should have known this, given
97 his expertise, access to records and information, and his role in processing and reviewing permits
98 concerning other lots in the subdivision.

99 17. Despite the Dierdorffs’ submission of a professional wetland report confirming prior
100 mitigation, PDS, under the directive or influenced by Mahaffie, delayed and obstructed the

101 application. On June 8, 2018, PDS issued a pending expiration notice. On June 14, 2018, a one-
102 time 180-day extension was granted, expiring December 11, 2018.

103 18. On March 14, 2019, a PDS Supervisor sent a post-expiration notice to the Plaintiffs,
104 effectively denying the application without resolution.

105 19. Throughout 2017 to 2020, Mahaffie repeatedly advised Plaintiffs that the Property
106 required “extensive” mitigation costing tens of thousands of dollars, and attempting to convince
107 the Dierdorffs to sell Mahaffie the Property at a loss.

108 20. Plaintiffs made efforts to sell the Property to third-parties, but on information and
109 belief they were unsuccessful (at least in part) due to Mahaffie continuing to assert that the
110 Property was encumbered by wetlands and wetland buffers.

111 21. In 2020, Mahaffie, through Dead Goat, approached Plaintiffs off-market and offered
112 to purchase the Property from them for \$80,000, which was a sum far below market value.
113 Mahaffie made this offer while knowing that his representations to the Plaintiffs that the
114 Property was encumbered were false. This transaction involved a dual-agent realtor from John L.
115 Scott, who failed to disclose Mahaffie’s conflicts.

116 22. During the time Dead Goat owned the Property, from approximately 2020 to 2022,
117 Mahaffie did minimal work on the Property (e.g., a survey), but did not perform any mitigation,
118 which confirmed his understanding and knowledge that there were no wetlands or wetland
119 buffers on the Property.

120 23. On information and belief, on April 7, 2022, while listing the Property for sale,
121 Mahaffie and/or Mahaffie’s agent represented that “the wetlands were mitigated when the plat
122 was finalized,” contradicting Mahaffie’s prior assertions.

123 24. On April 22, 2022, an unsigned memorandum appeared in PDS files, confirming that
124 there were no wetlands or wetland buffers encumbering the Property because all wetland
125 mitigation had already occurred as part of the plat approval process *which had occurred twenty years*
126 *previously*. Thus, there had been and there were no wetland-related issues to concern or dissuade
127 prospective buyers.

128 25. On information and belief, in July of 2022, Dead Goat sold the Property to Andrey
129 and Liya Bulanov for approximately \$229,000.00. Dead Goat/Mahaffie profited more than
130 \$149,000.00 by this sale. Mahaffie insisted this was an arm's-length transaction and asserted that
131 he made no representations to the Bulanovs regarding the Property's development potential.

132 26. In 2023, Nathan Goldschmidt of PDS, issued a contradictory Notice of Additional
133 Requirements ("2023 NOAR") for the Bulanov's proposal to develop the Property with a single-
134 family residence, stating that impacts to critical areas were "previously mitigated" without new
135 requirements. Goldschmidt claims that he verbally consulted with Mahaffie on the 2023 NOAR,
136 and that Mahaffie agreed with the conclusion (even though it contradicted the 2017 NOAR).

137 27. This differential treatment was part of a broader pattern: Mahaffie fast-tracked his
138 own or associated properties while obstructing others, profiting from devaluations, flips, and
139 private mitigation deals.

140 28. On May 9, 2024, counsel representing concerned citizens sent a letter to Whatcom
141 County requesting a formal investigation into Mahaffie's dealings, citing potential violations of
142 Chapter 42.23 RCW and County ethics policies. The County engaged investigator Kathleen
143 Haggard, who interviewed some witnesses.

144 29. Haggard's July 2, 2024 Memorandum and August 23, 2024 supplemental report
145 concluded that a preponderance of the evidence did not support a finding of ethics violations,
146 but it confirmed key facts: the contradictory NOARs, Mahaffie's profits, supervisory awareness
147 without action, verbal consultations, and patterns across properties.

148 30. The Investigator's reports reveal inconsistencies (for example, Goldschmidt's
149 account of what occurred as opposed to Mahaffie's denial), supervisory inaction, and a systemic
150 pattern of self-dealing. County supervisors knew of Mahaffie's activities but hid or ignored
151 material facts during the investigation.

152 31. Plaintiffs suffered damages as a result of Defendants' actions, including the sale price
153 differential, lost profits, emotional distress, and fees and costs.

154 **IV. FIRST CAUSE OF ACTION**
155 **FRAUDULENT MISREPRESENTATION / FRAUDULENT INDUCEMENT**
156 **[Against Dead Goat, Mahaffie, and (Vicariously) Whatcom County]**
157

158 32. Plaintiffs re-allege all the preceding and following paragraphs, and incorporate the
159 same as though fully set forth herein.

160 33. The elements of fraudulent misrepresentation/fraudulent inducement are: (i) a false
161 representation of a material fact; (ii) the defendant's knowledge of its falsity or reckless
162 indifference to its truth; (iii) intent that the plaintiff rely on the representation; (iv) plaintiff's
163 justifiable reliance; and, (v) resulting damages.

164 34. Here, all elements are satisfied: (i) Mahaffie falsely misrepresented that the Property
165 was entirely encumbered by wetland buffers (as confirmed by Mahaffie's 2017 NOAR) despite
166 the 2002 plat mitigation; (ii) Mahaffie had knowledge of these false representations or acted with
167 reckless indifference to the truth of these representations, as Mahaffie later agreed (per

168 Goldschmidt’s account) with the contradictory 2023 NOAR and Mahaffie’s knowledge of prior
169 plat mitigation was confirmed in the Haggard reports; (iii) Mahaffie intended that the Dierdorffs
170 rely on his representations as he repeatedly represented to Plaintiffs that the Property required
171 “extensive” mitigation, which representations were made while Mahaffie planned to purchase
172 the Property at a severe discount; (iv) the Dierdorffs justifiably relied on Mahaffie’s false
173 representations, and had a right to rely on his representations, particularly in light of his special
174 knowledge resulting from his employment with PDS and his special relationship with the
175 Plaintiffs; and, (v) the Dierdorffs suffered actual and substantial damages as a result, including
176 without limitation having sold the Property to Dead Goat at a significant loss, lost profits, lost
177 development opportunity, and emotional distress.

178 **V. SECOND CAUSE OF ACTION**
179 **NEGLIGENT MISREPRESENTATION**
180 **[Against Mahaffie, Dead Goat, and (Vicariously) Whatcom County]**
181

182 35. Plaintiffs re-allege all the preceding and following paragraphs, and incorporate the
183 same as though fully set forth herein.

184 36. The elements of negligent misrepresentation are: (i) false information supplied in a
185 business setting; (ii) a duty of reasonable care; (iii) breach of that duty; (iv) justifiable reliance;
186 and, (v) pecuniary loss.

187 37. Here, all elements are satisfied: (i) Mahaffie and/or Dead Goat supplied Plaintiffs
188 with false information in a business context, including without limitation, issuing the 2017
189 NOAR and Mahaffie’s false representations that the Property was undevelopable without
190 extensive mitigation; (ii) Mahaffie and/or Dead Goat had a duty of reasonable care, particularly
191 in light of Mahaffie’s position as a County Planner, his special relationship with the Plaintiffs,

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192 and his superior knowledge and decision-making authority; (iii) Mahaffie and/or Dead Goat
193 breached the duty of reasonable care, including without limitation, by issuing the 2017 NOAR
194 and falsely representing to Plaintiffs that the Property was encumbered by critical areas despite
195 the 2002 plat mitigation and the subsequent and contradictory 2023 NOAR; (iv) the Dierdorffs
196 justifiably relied on Mahaffie's false information, and had a right to rely on his representations,
197 particularly in light of his special knowledge resulting from his employment with PDS and his
198 special relationship with the Plaintiffs; and, (iv) the Dierdorffs suffered actual and substantial
199 damages as a result, including without limitation having sold the Property to Dead Goat at a
200 significant loss, lost profits, lost development opportunity, and emotional distress.

201 **VI. THIRD CAUSE OF ACTION**
202 **FRAUDULENT CONCEALMENT**
203 **[Against Dead Goat, Mahaffie, and (Vicariouly) Whatcom County]**
204

205 38. Plaintiffs re-allege all the preceding and following paragraphs and incorporate the
206 same as thought fully set forth herein.

207 39. The elements of fraudulent concealment are: (i) a duty to disclose; (ii) concealment
208 or suppression of a material fact; (iii) intent to induce action or inaction; (iv) justifiable reliance;
209 and, (v) resulting injury.

210 40. Here, all elements are satisfied: (i) Mahaffie and/or Dead Goat had a duty to disclose
211 to the Dierdorffs that the Property was not encumbered by critical areas as a result of the 2002
212 plat mitigation, particularly in light of Mahaffie's position as a County Planner, his special
213 relationship with the Plaintiffs, and his superior knowledge and decision-making authority; (ii)
214 Mahaffie and/or Dead Goat concealed and/or suppressed a material fact, including without
215 limitation that the Property was not encumbered by critical areas, as all mitigation had already

216 been performed as part of the 2002 plat approval; (iii) Mahaffie and/or Dead Goat intended to
217 induce the Dierdorffs to sell the Property Dead Goat at a price well-below market value; (iv) the
218 Dierdorffs justifiably relied on Mahaffie's concealment and/or suppression of a material fact,
219 including without limitation that the Property was not encumbered by critical areas, and the
220 Dierdorffs had a right to rely on Mahaffie's representations, particularly in light of his special
221 knowledge resulting from his employment with PDS and his special relationship with the
222 Plaintiffs; and, (v) the Dierdorffs suffered actual and substantial damages as a result, including
223 without limitation having sold the Property to Dead Goat at a significant loss, lost profits, lost
224 development opportunity, and emotional distress.

225 **VII. FOURTH CAUSE OF ACTION**
226 **TORTIOUS INTERFERENCE**
227 **[Against Dead Goat, Mahaffie, and Whatcom County**
228

229 41. Plaintiffs re-allege all the preceding and following paragraphs, and incorporate the
230 same as though fully set forth herein.

231 42. The elements of tortious interference are: (i) a valid business expectancy; (ii)
232 knowledge of the expectancy; (iii) intentional interference; (iv) improper means or purpose; and,
233 (v) resulting damages.

234 43. Here, all elements are satisfied: (i) the Dierdorffs had a valid expectancy of
235 developing and/or selling the Property at its fair market value; (ii) Mahaffie and/or Dead Goat
236 had knowledge of the Dierdorffs' expectancy, as reflected by Mahaffie's direct involvement with
237 the 2017 NOAR (as just one example); (iii) Mahaffie and/or Dead Goat intentionally interfered
238 with the Dierdorffs expectancy of developing and/or selling the Property at its fair market value,
239 including without limitation by causing delays, issuing expiration notices, and/or issuing the

2017 NOAR; (iv) Mahaffie interfered with the Dierdorffs' expectancy by improperly using his official position and authority at PDS and for the improper purpose of inducing the Dierdorffs to sell the Property to Mahaffie and/or Dead Goat at a price substantially below fair-market value; and, (v) the Dierdorffs suffered actual and substantial damages as a result, including without limitation having sold the Property to Dead Goat at a significant loss, lost profits, lost development opportunity, and emotional distress.

**VIII. FIFTH CAUSE OF ACTION
CIVIL CONSPIRACY
[All Defendants],**

44. Plaintiffs re-allege all the preceding and following paragraphs, and incorporate the same as though fully set forth herein.

45. The elements of civil conspiracy are: (i) an agreement to accomplish an unlawful purpose or a lawful purpose by unlawful means; (ii) an overt act in furtherance; and, (iii) resulting damages.

46. Here, all elements are satisfied: (i) the Defendants agreed to accomplish an unlawful purpose or a lawful purpose by unlawful means by issuing the 2017 NOAR in an effort to induce the Dierdorffs to sell the Property at a price significantly below its fair market value, and/or when Defendants agreed to issue the 2023 NOAR to allow Mahaffie and/or Dead Goat to profit from the sale of the Property to the Bulanovs; (ii) the Defendants engaged in one or more overt acts in furtherance, including without limitation, issuing the 2017 NOAR, issuing the 2023 NOAR, and/or concealing and/or delaying to issue the April 2022 PDS Memorandum; and, (iii) the Dierdorffs suffered actual and substantial damages as a result, including without limitation having sold the

265 Property to Dead Goat at a significant loss, lost profits, lost development opportunity,
266 and emotional distress.

267 **IX. SIXTH CAUSE OF ACTION**
268 **UNJUST ENRICHMENT**
269 **[Against Mahaffie and Dead Goat]**
270

271 47. Plaintiffs re-allege all the preceding and following paragraphs, and incorporate the
272 same as though fully set forth herein.

273 48. Here, all elements are satisfied: (i) the Dierdorffs conferred a significant benefit on
274 Mahaffie and/or Dead Goat by selling them the Property significantly below fair market value
275 and significantly below the amount Dead Goat re-sold the Property, (ii) Mahaffie and/or Dead
276 Goat had knowledge and appreciation of the benefit, including without limitation that all of the
277 required mitigation had already been performed in 2002 as part of the plat approval, and (iii)
278 under the circumstances it is inequitable for Mahaffie and/or Dead Goat to retain the benefit
279 conferred, including without limitation as a result of the inducement of, and misrepresentation
280 made to, the Dierdorffs, and the Dierdorffs are entitled to recover the same.

281

282 **X. SEVENTH CAUSE OF ACTION**
283 **NEGLIGENCE / NEGLIGENT MISREPRESENTATION**
284 **[Against Mahaffie and Whatcom County]**
285

286 49. Plaintiffs re-allege all the preceding and following paragraphs, and incorporate the
287 same as though fully set forth herein.

288 50. The elements of negligence are: (i) duty; (ii) breach; (iii) proximate cause; and, (iv)
289 damages. Here, all elements are satisfied: (i) Mahaffie and/or the County had a duty to the
290 Dierdorffs, including without limitation, to adequately and properly supervise Planning Staff and

291 to provide accurate information regarding the Property, resulting and arising from the special
292 relationship between Mahaffie and/or the County and the Dierdorffs; (ii) Mahaffie and/or the
293 County breached their duty to the Dierdorffs, including without limitation, by issuing the 2017
294 NOAR and representing to the Dierdorffs that the Property was encumbered by critical areas,
295 and by the County's failure to supervise its Planners, including Mahaffie; (iii) Mahaffie and/or
296 the County's breach of their duty to the Dierdorffs was the proximate cause of the Dierdorffs
297 selling the Property to Dead Goat for a price significantly below its fair-market value; and (iv)
298 the Dierdorffs suffered actual and substantial damages as a result, including without limitation
299 having sold the Property to Dead Goat at a significant loss, lost profits, lost development
300 opportunity, and emotional distress.

301 **XI. EIGHTH CAUSE OF ACTION**
302 **NEGLIGENT SUPERVISION**
303 **[Whatcom County]**
304

305 51. Plaintiffs re-allege all the preceding and following paragraphs, and incorporate the
306 same as though fully set forth herein.

307 52. The elements for negligent supervision are: (i) an employment relationship; (ii)
308 knowledge by the employer of the employee's unfitness or dangerous propensities; (iii) failure
309 to supervise or retain; and, (iv) resulting harm.

310 53. Here, all elements are satisfied: (i) at all relevant times, Mahaffie maintained an
311 employment relationship with the County and he was employed by the County; (ii) on
312 information and belief, the County and/or managers and/or supervisors in PDS and in County
313 government had knowledge and were aware of Mahaffie's improper use of his authority and
314 position and/or his personal business dealings; (iii) the County failed to properly supervise

315 Mahaffie; and, (iv) the Dierdorffs suffered actual and substantial damages as a result, including
316 without limitation having sold the Property to Dead Goat at a significant loss, lost profits, lost
317 development opportunity, and emotional distress.

318 **REQUEST FOR RELIEF**

319 WHEREFORE, Plaintiffs respectfully request that this Court grant the following relief:

320 1. A finding and declaration that the corporate form of Dead Goat is disregarded as a
321 mere alter ego and instrumentality of Mahaffie, that a unity of interest and ownership exists
322 between Mahaffie and Dead Goat such that their separate identities have ceased to exist, and that
323 Mahaffie is personally liable to Plaintiffs for all obligations and liabilities of Dead Goat arising from
324 the acts and omissions alleged herein;

325 2. Disgorgement and restitution of all profits, gains, and benefits unjustly obtained by
326 Mahaffie and/or Dead Goat;

327 3. A finding and declaration:
328 a. that representations and omissions made by Mahaffie and/or Dead Goat
329 constituted fraudulent misrepresentation, fraudulent inducement, and/or fraudulent
330 concealment;
331 b. that Mahaffie and/or Dead Goat engaged in negligent misrepresentation and/or
332 negligence;
333 c. that Defendants tortiously interfered with Plaintiffs' business expectancy;
334 d. that Defendants engaged in a civil conspiracy to accomplish the unlawful acts
335 alleged herein;
336 e. that Mahaffie and Dead Goat were unjustly enriched; and,
337 f. that Whatcom County failed to adequately supervise Mahaffie and breached duties
338 owed to Plaintiffs.

339 4. A finding and declaration holding Whatcom County vicariously liable under the
340 doctrine of respondeat superior for all acts and omissions of Mahaffie and/or Dead Goat that were
341 committed within the course and scope of Mahaffie's employment with Whatcom County;

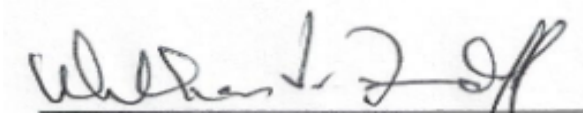
342 5. An award of damages in favor of Plaintiffs in an amount to be subsequently
343 determined, along with pre- and post-judgment interest at the maximum rate allowed by
344 Washington law;

345 6. An award of attorneys' fees and costs incurred by Plaintiffs in connection with this
346 action as may be allowed by contract, at law, and/or in equity;

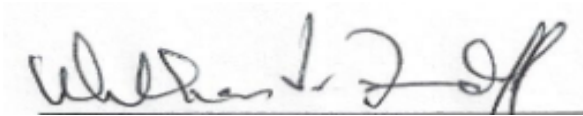
- 347 7. Leave to amend the pleadings, including this Complaint; and,
348 8. Such other and further relief as this Court deems just, proper, and equitable.
349

350 DATED THIS 12th day of June, 2026.

351 John T. Dierdorff

352 

353 Janice Dierdorff

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358 Dallas, Oregon 97338
359 Email: bdierdorff1@gmail.com
360 P. 360 325 2543

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VERIFIED COMPLAINT

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VERIFICATION

381

382

The undersigned are the Plaintiffs in the above-captioned matter. I declare under penalty
383 of perjury that I have read the foregoing Complaint and verify by my signature below that it is
384 true and correct to the best of my knowledge, information, and belief.

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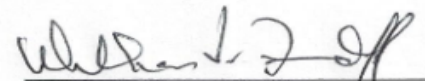
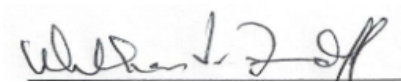
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DATED this __12j__ day of June, 2026, in _Bellingham, Washington.

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John T. Dierdorff

Janice Dierdorff

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By: William Dierdorff, Power of Attorney

By: William Dierdorff, Power of Attorney

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