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

JASON GOOLD, an individual; and  
LUXSLE CORP, a Washington profit  
corporation; AYSE AYDINEL and  
SAHIN AYDINEL, a marital  
community,

Plaintiffs,

vs.

BELLTOWN COURT OWNERS  
ASSOCIATION, a Washington non-  
profit corporation; SEPEHR  
EBRAHIMZADEH, an individual; and  
SENECA LLC, a Washington limited  
liability company; and KATHRYN  
TEAGARDEN, an individual,

Defendants.

NO: 24-2-09835-6 SEA  
AMENDED COMPLAINT

Plaintiff Jason Goold, Plaintiff Luxsle Corp, Ayse Aydinel, and Sahin Aydinel for the causes of action against Defendant Belltown Court Owners Association, Defendant Sepehr Ebrahimzadeh, and Defendant Seneca LLC, allege as follows:

**I. JURISDICTION**

1.1 Jurisdiction is proper in the Superior Court pursuant to RCW 2.08.010 because it has original jurisdiction over all cases at law which involve the title to or possession of real property, over all cases in equity, and because legal relief in excess of three hundred dollars (\$300.00) is requested.

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2 **II. PARTIES AND VENUE**

3 2.1 **Plaintiff.** Plaintiff Jason Goold was, at all times material hereto, an  
4 individual and resident of Seattle, King County, Washington.

5 2.2 **Plaintiff.** Plaintiff Luxsle Corp was, at all times material hereto, a  
6 Washington profit corporation, with its principal place of business located in Mount  
7 Vernon, Skagit County, Washington.

8 2.3 **Plaintiffs.** Plaintiffs Ayse Aydinel and Sahin Aydinel were, at all times  
9 material hereto, a marital community and owners of real property in Seattle, King  
10 County, Washington.

11 2.4 **Defendant.** Defendant Belltown Court Owners Association was, at all  
12 times material hereto, a Washington non-profit corporation, with its principal place of  
13 business located in Seattle, King County, Washington.

14 2.5 **Defendant.** Defendant Sepehr Ebrahimzadeh was, at all times material  
15 hereto, an individual and owner of real property in Seattle, King County, Washington.

16 2.6 **Defendant.** Defendant Seneca LLC was, at all times material hereto, a  
17 Washington limited liability company, with its principal place of business located in  
18 Seattle, King County, Washington

19 2.7 The underlying real property in this litigation is located in Seattle, King  
20 County, Washington.

21 2.8 Venue is proper in King County, Washington because the real property  
22 underlying this dispute is located in King County, Washington and Defendant Belltown  
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1 Court Owners Association's and Defendant Seneca LLC's principal place of business  
2 is located in King County, Washington.

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4 **III. FACTS**

5 3.1 Plaintiff Jason Goold is the owner of Units 731, 744, and 745 of the  
6 Belltown Court Condominium (collectively the "Goold Units"). Mr. Goold is also the  
7 owner of Plaintiff Luxsle Corp, a vacation rental management company. Plaintiff Luxsle  
8 Corp manages the rentals for the Goold Units and other condominium units.

9 3.2 Plaintiffs Ayse Aydinel and Sahin Aydinel are the owners of Units 415  
10 and 518 of the Belltown Court Condominium ("Aydinel Units"). Nuri Aydinel, their son,  
11 manages the Aydinel Unit on behalf of his parents.

12 3.3 Defendant Belltown Court Owners Association (the "Association") was  
13 established by the recording of the Condominium Declaration for Belltown Court, a  
14 Condominium (the "Declaration"), under King County Recording No. 9607241447.

15 3.4 By way of their respective ownership of Units within the Association,  
16 Plaintiffs are members of the Association and are afforded all the rights and protections  
17 provided to them by the Declaration.  
18

19 3.5 Defendant Sepehr Ebrahimzadeh is the owner of Unit 546 in the Belltown  
20 Court Condominium.

21 3.6 Defendant Sepehr Ebrahimzadeh is the owner of Defendant Seneca  
22 LLC ("Seneca LLC"), a property management business, and operates Seneca LLC out  
23 of Unit 546 in the Belltown Court Condominium in violation of Declaration Section 10.1.  
24 Declaration Section 10.1 states that residential units, like Unit 546, are "intended for  
25 and restricted to residential use only...."  
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1           3.7 Through Seneca LLC, Mr. Ebrahimzadeh manages rentals for units  
2 within the Belltown Court Condominium. The rental services offered by Mr.  
3 Ebrahimzadeh, through Seneca LLC, are defined as real estate brokerage services  
4 pursuant to RCW 18.85.011(17)(a) and (b) On information and belief, Mr.  
5 Ebrahimzadeh does not have a real estate brokerage license to provide these rental  
6 services, as required by RCW 18.85.331.

7           3.8 Defendant Sepehr Ebrahimzadeh has served as the President of the  
8 Association and as a member of the Board of Directors of the Association (the "Board")  
9 since 2021. On information and belief, as President of the Association, Mr.  
10 Ebrahimzadeh has created a conflict of interest by acting in his self-interest against the  
11 collective interest of the Association in numerous ways, which include, without  
12 limitation:  
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- 14           • Accessing the Association records and owner's personal records to  
15 ascertain the rental services offered by other property management  
16 companies operating in the Belltown Court Condominium to gain an  
17 advantage over these companies;
- 18           • Publicizing false and defamatory statements regarding the services of  
19 other property management companies to owners within the Belltown  
20 Court Condominium;
- 21           • Administering unfounded violation notices and levying fines against  
22 owners who do not contract with his property management services;  
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- 1 • Administering unfounded violation notices and levying fines against
- 2 owners, including Plaintiffs, who offer similar property management
- 3 services;
- 4 • Advertising his property management services through the Association's
- 5 newsletters and other communications to the owners;
- 6 • Directing Association employees to monitor specific owners and issue
- 7 violation notices to these owners who do not contract with his property
- 8 management services and/or interfere with his property management
- 9 services;
- 10 • Harassing and assaulting an owner, which resulted in that owner filing a
- 11 police report against Mr. Ebrahimzadeh;
- 12 • Providing management services through other unlicensed business
- 13 entities.
- 14
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16 3.9 On November 3, 2021, Mr. Goold informed the Board of Mr.

17 Ebrahimzadeh's unlicensed business activities, violations of the Declaration, and his

18 conflict of interest as President and member of the Board enumerated in paragraph

19 3.7, above. The Board did not take any substantive action in response to this

20 information.

21 3.10 On March 7, 2022, through his attorney, Mr. Goold demanded that the

22 Board remove Mr. Ebrahimzadeh from the Board. Again, the Board did not take any

23 substantive action in response to this demand.

24 3.11 To date, Mr. Ebrahimzadeh is still the President of the Association and a

25 member of the Board, and continues to breach his duties of care in these positions in

26 the manner described in paragraph 3.7, above.

1           3.12 In 2011, the Association and members of the Association entered into a  
2 settlement agreement (“2011 Settlement Agreement”) to resolve a lawsuit related to  
3 an improper amendment to the Declaration which prohibited short term rentals. As one  
4 of the terms of the 2011 Settlement Agreement, the Board agreed to the following:

5                     Within 30 days of the execution of this Agreement, the  
6 Board shall set up a subcommittee of the Board to address  
7 rental and leasing issues and concerns and shall pass a  
8 resolution to that effect incorporating the terms contained  
9 in this paragraph 3(d). That committee shall consist of at  
10 least six individuals but not more than eight. Of the  
11 individuals on the committee, half shall be owners of STRs.  
All fines, processing fee increases, and any other  
regulation, policy or procedure dealing with STRs, leases,  
or rentals shall be first reviewed by this committee prior to  
any action by the Board. This committee shall provide  
recommendations to the Board regarding any fines, fees,  
policies, or procedures prior to those procedures being  
implanted.

12           3.13 On information and belief, the Board has levied fines, processed fee  
13 increases, and adopted regulations, policies, and procedures dealing with short term  
14 rentals, leases and rentals without first being reviewed by a committee.

15                                     **IV. FIRST CAUSE OF ACTION**

16                     (Breach of Duty of Reasonable and Ordinary Care – Defendant Association  
17 and Defendant Sepehr Ebrahimzadeh)

18           4.1 Paragraphs 1.1 to 3.13 are incorporated herein by this reference.

19           4.2 Defendant Association and Defendant Sepehr Ebrahimzadeh, by and  
20 through the Board, have failed to act on behalf of the Association and instead have  
21 acted on behalf of Defendant Sepehr Ebrahimzadeh to his benefit and the  
22 Association’s detriment. The Board’s and Mr. Ebrahimzadeh’s actions and/or inaction  
23 constitute a breach of the Directors’ duty of ordinary and reasonable care, pursuant to  
24 RCW 64.34.308.

25           4.3 As a result of the Directors’ and Mr. Ebrahimzadeh’s conduct, Plaintiffs  
26 have been damaged, as specified in the demand below.

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**V. SECOND CAUSE OF ACTION**

(Breach of Association Governing Documents – Defendant Association and Defendant Sepehr Ebrahimzadeh)

5.1 Paragraphs 1.1 to 4.3 are incorporated herein by this reference.

5.2 Defendant Sepehr Ebrahimzadeh has breached Declaration Section 10.1 by operating a business out of Unit 546 in the Belltown Court Condominium. Defendant Association has breached the governing documents by its Directors' failure to enforce Declaration Section 10.1 against Defendant Sepehr Ebrahimzadeh.

5.3 As a result of defendant Association's Directors' and Mr. Ebrahimzadeh's conduct, Plaintiffs have been damaged, as specified in the demand below.

**VI. THIRD CAUSE OF ACTION**

(Alter Ego – Defendant Sepehr Ebrahimzadeh and Defendant Seneca LLC)

6.1 Paragraphs 1.1 to 5.3 are incorporated herein by this reference.

6.2 Defendant Sepehr Ebrahimzadeh so dominates and controls Defendant Seneca LLC that Defendant LLC is an alter ego of Defendant Sepehr Ebrahimzadeh.

6.3 The Court should pierce the corporate veil of Defendant Seneca LLC and hold that Defendant Seneca LLC and Defendant Sepehr Ebrahimzadeh are one and the same.

**VII. FOURTH CAUSE OF ACTION**

(Violation of the Consumer Protection Act – Defendant Sepehr Ebrahimzadeh and Defendant Seneca LLC)

7.1 Paragraphs 1.1 to 6.3 are incorporated herein by this reference.

7.2 Defendant Sepehr Ebrahimzadeh and Defendant Seneca LLC have engaged in unfair and deceptive actions through Defendant Sepehr Ebrahimzadeh's

1 abuse of his position as the President of the Association and as a member of the Board,  
2 as enumerated in paragraph 3.7, above.

3 7.3 Defendant Sepehr Ebrahimzadeh's and Defendant Seneca LLC's unfair  
4 and deceptive actions have occurred in trade and commerce and have affected the  
5 public interest.

6 7.4 As a result of Defendant Sepehr Ebrahimzadeh's and Defendant Seneca  
7 LLC's unfair and deceptive actions, Plaintiffs' business and property have been  
8 damaged, as specified in the demand below.  
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#### 10 **VIII. FIFTH CAUSE OF ACTION**

11 (Breach of Contract – Defendant Association)

12 8.1 Paragraphs 1.1 to 7.4 are incorporated herein by this reference.

13 8.2 Defendant Association has breached the 2011 Settlement Agreement by  
14 failing to set up a subcommittee to review all fines, processing fee increases, and any  
15 other regulation, policy or procedure dealing with short term rentals, leases, and  
16 other regulation, policy or procedure dealing with short term rentals, leases, and  
17 rentals.

18 8.3 As a result of defendant Association's Directors' conduct, Plaintiffs have  
19 been damaged, as specified in the demand below.  
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#### 21 **IX. DEMAND FOR RELIEF**

22 Plaintiffs pray for judgment against Defendant Sepehr Ebrahimzadeh,  
23 Defendant Seneca LLC, and the Association as follows:

- 24 1. For principal damages to be proven at trial;  
25 2. For consequential damages to be proven at trial;  
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**CERTIFICATE OF SERVICE**

The undersigned certifies under penalty of perjury, under the laws of the State of Washington, that on this date I caused to be served in the manner indicated a copy of the Amended Complaint upon the following person(s):

John C. Versnel, III, WSBA #17755  
Adam J. Skeel, WSBA #47412  
Lee Smart, P.S., Inc.  
701 Pike Street, Suite 800  
Seattle, WA 98101  
Tel. 206.624.7990  
[jcv@leesmart.com](mailto:jcv@leesmart.com)  
[ajs@leesmart.com](mailto:ajs@leesmart.com)  
[pac@leesmart.com](mailto:pac@leesmart.com)  
[jxw@leesmart.com](mailto:jxw@leesmart.com)  
[kls@leesmart.com](mailto:kls@leesmart.com)

Via Email  
 Via Court Eservice  
 Via US Mail

**Attorney for Defendants  
Belltown Court Owners Association,  
Sepehr Ebrahimzadeh, Kathryn Teagarden,  
and Seneca LLC**

SIGNED in Seattle, Washington on October 24, 2024.

/s/Sarah Amberg  
Legal Assistant to Michael D. Brandt  
and Christos Argiannis