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SUPERIOR COURT OF THE STATE OF WASHINGTON
KITTITAS COUNTY

PENNY GUTSCHMIDT,

Plaintiff,

v.

TUMBLE CREEK GOLF, LLC, a Washington
Limited Liability Company; LDD TUMBLE
CREEK CLUB MANAGER, INC, a California
for-profit Corporation; JOHN DOES 1-10.

Defendants.

Case No.:

25 2 00406 19

COMPLAINT

I. INTRODUCTION

"Relax,' said the night man, 'We are programmed to receive. You can check out any time you like, but you can never leave.'"¹

The Plaintiff, Penny Gutschmidt, through her undersigned counsel, complains against Tumble Creek Golf, LLC, over Tumble Creek's Membership Agreement which creates forever memberships Even worse than the lifetime gym memberships the

¹ Eagles, Hotel California, on Hotel California (Asylum Records 1976).

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Entry ID: 7721231

1 State Legislature outlawed in the 1990's, these memberships don't even have the
2 decency to die when their members do.

3
4 Once you've signed up to play golf or tennis or use the fitness center at Tumble
5 Creek, you can resign your membership anytime you like. But your membership only
6 ends when Tumble Creek lets you go (whether that's 10 days after you resign, 15
7 years - or even longer). Because while you can check out anytime you like, you can
8 never leave.

9
10 **II. PARTIES**

- 11 1. Penny Gutschmidt is a former resident of the Tumble Creek neighborhood in
12 Suncadia. She resigned her Tumble Creek membership more than 2 years ago
13 and moved out of the state. But for all intents and purposes, she's still a
14 member. The only difference is now she hopes that Tumble Creek will let her
15 out one day and stop charging her monthly membership dues. She now
16 resides in Maricopa County, Arizona.
- 17 2. Tumble Creek Golf, LLC is a Washington Limited Liability Company with its
18 principal place of business at 3600 Suncadia Trail, Cle Elum, WA 98922. It owns
19 the Tumble Creek Club.
- 20 3. LDD Tumble Creek Club Manager, Inc. is a California for-profit corporation
21 doing business in Washington. Its principal place of business is 770 Suncadia
22 Trail, Cle Elum, WA 98922. On information and belief, it is the management
23 company for Tumble Creek Golf LLC. (Collectively, with Tumble Creek Golf, LLC
24 "Tumble Creek")
- 25 4. John Does 1-10

26 **III. JURISDICTION AND VENUE**

Entry ID: 7721231

5 The Court has jurisdiction under RCW §2 08 010 and RCW §7.24.080.
6 Venue is proper. Tumble Creek’s principal place of business and every Club
7 Membership Agreement transaction took place in Kittitas County.

8 **IV. FACTS**

9 7. Tumble Creek is a neighborhood in Suncadia, outside Cle Elum and Roslyn,
10 Washington. Development began in 2000 and now Suncadia is a 6,400-acre
11 high-end residential development with several hundred homes, several golf
12 courses, miles of walking trails and all manner of other outdoor recreation
13 opportunities ²

14 8. The Tumble Creek neighborhood is a private enclave in the Suncadia
15 development built around the Tumble Creek Club’s golf course, which Tumble
16 Creek has marketed as the centerpiece of the neighborhood

17 9. The Tumble Creek Club is a golf and country club, with tennis, outdoor
18 swimming, a full fitness center, and restaurant and bar in the club. The club
19 offers fitness opportunities and activities to members. It also maintains a
20 social calendar for its members. On information and belief, LDD Tumble Creek
21 Club Manager runs the Tumble Creek Club, maintains the membership rolls
22 and assesses monthly fees and handles all other accounting for Tumble Creek
23 Club.

24 10 Tumble Creek limits membership to homeowners in Tumble Creek and
25 Suncadia, and certain former homeowners who became members while they
26 lived in Tumble Creek and Suncadia. However, the Club also rents out the golf
27 course for tournaments At least some of these tournaments are open to non-

² The Tumble Creek Neighborhood is within the Suncadia Development project but is distinct The
Tumble Creek Club is a distinct entity from the Suncadia Golf Resort.

1 members, and during these tournaments, the Club will close the Golf Course
2 to Members.

3 ***Tumble Creek's Membership Agreement.***

4 11 Tumble Creek offers five membership levels. The two standard memberships
5 are Honolulu (i.e. a social membership) and Resident Golf. Resident Golf
6 Members who move out of Tumble Creek can convert their membership into
7 a Non-Resident Golf Membership if they move out of Tumble Creek but still
8 own a home in Suncadia. There are also Tinkham Founder Members and
9 Charter Members, but these members are Resident Golf Members who are
10 invited to become either Founder or Charter Members.

11 12. Members can become members when they buy a home in the community, or
12 later if they elect to sign up after they've bought a home. To become a Club
13 Member of any kind, a person must pay a one-time membership deposit. Then
14 Club Members must pay monthly dues to Tumble Creek to use any of the
15 facilities, including the restaurant, pool, and fitness facility.

16 13. Resident Golf Memberships cost significantly more than Honolulu
17 memberships. Golf Memberships (resident and non-resident) give those Club
18 Members the right to play golf, weather permitting, when the Course is open
19 and Tumble Creek is not using it for other purposes. Due to the regional
20 geography, the Golf Course is only open for 6 or 7 months out of the year.

21 14. On information and belief, Tumble Creek has collected membership deposits
22 from every current and former (resigned and re-issued) Tumble Creek Club
23 Member
24
25

- 1 15. On information and belief, Tumble Creek does not hold membership deposits
2 in trust (or a similar arrangement). Instead, Tumble Creek treats its obligation
3 to repay membership deposits as a contingent liability in its accounting
- 4 16 Tumble Creek must refund each Club Member’s deposit after they’ve been a
5 member for 30 years, if the Member is still in good standing. If they owe
6 Tumble Creek any money—whether principal, interest, or late fees on monthly
7 payments—Tumble Creek deducts the outstanding balance from their refund
8 obligation
- 9 17 However, for members who resign their membership before the 30-year term
10 expires, Tumble Creek has created a complex system to refund membership
11 deposits that effectively insulates itself from ever having to part with money
12 to refund membership deposits.
- 13 18 Not everyone wants to remain a Club Member for 30 years, even if they still
14 live in Tumble Creek In that situation a Club Member may resign their
15 membership. However, resigning their membership has no actual effect on
16 the Club Member’s Membership financial obligations
- 17 19 A Resigned Member, who first became a Club Member after June 30, 2009
18 (whether because they bought a new membership or assumed it in a transfer,
19 discussed *infra*), must still pay monthly dues until Tumble Creek “reissues” the
20 membership. Tumble Creek never has to reissue their membership and may
21 at their election, issue new memberships instead
- 22 20. There are two ways that Tumble Creek may reissue a resigned member’s
23 membership First, if a member sells their home, the outgoing Club Member
24 may arrange to have their membership transfer to the home buyer Second,
25 every fourth New Membership the club sells will count as reissuing a

1 membership, until Tumble Creek fills its membership rolls. Once the
2 Membership Roll is full, every new membership will come off the reissuance
3 waiting list. If a membership transfers in a home sale, it does not count toward
4 the 1 in 4 (or presumably 1 to 1) reissued memberships.

- 5 21. There are three ways that a Club Member gets their membership deposit back
6 before the 30-year term expires. First, an outgoing member may sell their
7 home to a person who the Club approves to assume the membership of the
8 same membership type. The other two ways are:

9 *If a Resident Golf Member, Non-Resident Golf Member, or*
10 *Honolulu Member resigns prior to the end of the 30-year*
11 *period, the member will be refunded an amount equal to*
12 *the lesser of (i) the membership deposit paid by the*
13 *member, without interest, or (ii) the then current*
14 *membership deposit charged by the Club to a new*
15 *member acquiring the membership, upon reissuance of*
the resigned membership to the new member. (emphasis
added)

- 16 22. Memberships are generally not transferable. However, Residential Golf,
17 Tinkham Founder, and Charter Members have a one-time right to transfer
18 their membership to a child or grandchild who lives in Tumble Creek, without
19 incurring new deposit obligations. However, when they do, Tumble Creeks' 30-
20 year repayment delay restarts, every single time this transfer occurs.

- 21 23. When a member dies, Tumble Creek deems the membership automatically
22 transferred to a surviving spouse if the member has a surviving spouse. If the
23 surviving spouse declines the membership, then the Club deems the
24 membership resigned and puts it on the resigned members list and reissues
25 the membership as though it were any other resigned membership. If not, the

1 deceased member's estate may ask Tumble Creek to transfer the membership
2 to an adult child or grandchild of the deceased member, so long as the child
3 or grandchild owns property in Tumble Creek. This transfer also transfers the
4 right to a refund to their child and again restarts the 30-year clock.

5 24. Like a transfer in a home sale, the transfers contemplated in ¶¶22-23 do not
6 count for the re-issuance list.

7 25. Ostensibly, Tumble Creek has maximum number of memberships available.
8 Tumble Creek may have up to 470 combined Residential Golf, Charter, and
9 Founder Members. In addition, the club may have as many Honolulu Members
10 as there are residences and home sites in the Tumble Creek Neighborhood,
11 minus the active combined Residential Golf, Charter, and Founder Members
12 Tumble Creek may also have an indeterminate number of Non-Resident Golf
13 Members. Non-Resident Golf Members are only available to people who jointly
14 own property in the Tumble Creek Neighborhood with a Resident Golf
15 Member, and People who own property in other areas in Suncadia, but do not
16 own property in the Tumble Creek neighborhood.

17 26. Tumble Creek may, in its discretion, adjust these membership numbers from
18 time to time.

19 27. Tumble Creek does not have to issue new memberships Membership is by
20 application only and Tumble Creek has sole authority to admit new members

21 28. Even after 30 years, Club membership does not end. While Tumble Creek will
22 refund the member's deposit, Members may only resign their membership as
23 described above, and, on information and belief, must pay membership dues
24 indefinitely until Tumble Creek reissues their membership.

1 29. Even once a resigned member is on the reissue list, Tumble Creek still
2 exercises control over whether they'll ever stop being members. Tumble Creek
3 reserves the right to move any resigned membership back to the bottom of
4 the re-issuance waiting list if a resigned member owes Tumble Creek an
5 outstanding balance.

6 30 Memberships are for a Club Member's life-plus. Even if Tumble Creek
7 reimburses a Club Member's deposit, the membership doesn't end. The only
8 ways a Club Member can end their membership is to resign (and wait until
9 Tumble Creek reissues the membership) or transfer it to a family member or
10 in a home sale. When a reimbursed member resigns, Tumble Creek Club then
11 puts their membership on the reissuance list until the Club reissues it. In the
12 meantime, the Club keeps charging the resigned member dues every month.
13 If a member protests and stops paying, the Club can again drop them down to
14 the bottom of the reissuance list.

15 31 Even death does not release the Membership. The membership either
16 transfers to a surviving spouse, child, or grandchild living in the Tumble Creek
17 neighborhood. If no one assumes the Deceased Member's membership, it
18 remains a perpetual obligation of their Estate Tumble Creek Club can continue
19 charging dues each month. While Tumble Creek does, the Estate can never
20 close Eventually, the estate will run out of money.

21 32. Because Tumble Creek controls the membership caps, the idea that
22 memberships will reissue at a one-to-one rate is illusory Once Tumble Creek
23 reaches 470 golf members, there is nothing that prevents Tumble Creek from
24 simply increasing the maximum number of golf memberships to ensure they
25 have a stock of new memberships to issue and deposits to collect

1 33. If a Resigned Member stops paying their monthly dues, Tumble Creek assesses
2 late fees and then interest on the unpaid monthly dues and commensurately
3 reduces Tumble Creek's obligation to repay the Resigned Member's
4 Membership Deposit

5 34. This pattern can effectively continue forever Once a resigned member's
6 unpaid monthly dues exceed the credits that Tumble Creek can apply to its
7 obligation to repay the Resigned Member's Membership Deposit, there is
8 nothing stopping Tumble Creek from continuing to assess monthly dues and
9 eventually initiating collections actions to recover the unpaid amounts.

10 35. Given that the Membership will not end until Tumble Creek decides it's over,
11 Tumble Creek could repeat this process every 6 years, shortly before the
12 statute of limitations runs -- effectively forever. It would only end once Tumble
13 Creek drained a Resigned Member's estate to \$0 following their death.

14 ***Penny Gutschmidt's Experience with Tumble Creek.***

15 36. On December 17, 2022, Ms. Gutschmidt signed a membership agreement with
16 Tumble Creek. No one from the Club discussed the membership benefits or
17 obligations with Ms Gutschmidt even though she went to the Club in person
18 and asked for membership paperwork

19 37. At the time, Tumble Creek charged Residential Golf Members a \$60,000.00
20 deposit to become a member. Ms. Gutschmidt paid the membership deposit
21 when she signed up

22 38. Since Ms Gutschmidt first joined Tumble Creek in 2022, her dues obligation
23 has increased from \$900 00 a month to \$1,600.00 a month.

24 39. In April 2024, Ms Gutschmidt resigned her membership from Tumble Creek.
25 She discussed the matter with Tumble Creek's Membership Director, Ciera

1 Woodruff Ms Woodruff told Ms Gutschmidt that her membership would go
2 on Tumble Creek's resigned members list until Tumble Creek reissued her
3 membership.

4 40. Ms. Woodruff confirmed that when Tumble Creek reissued her membership it
5 would return the lesser of her home buyer's deposit (if for example the home
6 buyer only became a Honolulu member) or her original deposit, less the 10%
7 transfer fee and less money she owed the club for unpaid monthly dues, and
8 applicable late fees and interest.

9 41 Ms Gutschmidt resigned her membership because she was selling her home
10 in Tumble Creek and moving to Arizona. Ms. Woodruff explained that Ms.
11 Gutschmidt would remain a member, even after she resigned, and still had to
12 pay monthly dues until Tumble Creek re-issued her membership Because she
13 was selling her home, Tumble Creek could (but was not required to) re-issue
14 her membership to the homebuyer, but only if her homebuyer also bought
15 residential golf membership If her home buyer elected not to become a
16 Tumble Creek Member at all, then she would remain on the reissuance list
17 until Tumble Creek reissued her membership on the 1-in-4 ratio

18 42 Ms Gutschmidt sold her home in August 2025. The buyer is, on information
19 and belief, contemplating buying a Honolulu Membership.

20 43. Ms. Gutschmidt requested a copy of the resigned members list to see where
21 she stood in having her membership re-issued At first the Club refused to
22 provide it

23 44 Eventually she convinced the Club to provide the list to her. She then asked for
24 the list monthly, and each month the list was completely inconsistent with the
25

1 prior month in ways that indicated that there was no discernable order to
2 which names were being removed or added to the list

3 45. Tumble Creek continues to assess Ms. Gutschmidt monthly maintenance fees
4 and credit them against its obligation to repay her deposit. Ms. Gutschmidt
5 has not paid her maintenance fees since she resigned because she has not
6 been in Washington to use the facilities. Because she has refused to pay
7 monthly dues for facilities she cannot use, Tumble Creek has, or could at any
8 time, move her name to the bottom of the re-issuance list

9 **V. CLASS ACTION ALLEGATIONS**

10 46 In addition to her personal claims, Ms. Gutschmidt brings this action on behalf
11 of every current, resigned, and former Tumble Creek Member who spent time
12 on Tumble Creek's reissuance list, whose membership was issued or
13 transferred after June 30, 2009.

14 47 On information and belief, there are several hundred people or potentially
15 more than a thousand people whose memberships were issued or transferred
16 after June 30, 2009.

17 48. Each of Ms. Gutschmidt's claims apply to at least one subclass, and some reach
18 across multiple subclasses of persons.

19 49 The Consumer Protection Act claim for the Membership Agreement itself
20 applies to every Class Member

21 50. The Consumer Protection Act claim for charging dues applies to two sub-
22 classes. Resigned Members and Former Members who spent time on the
23 Reissuance list.

- 1 51. The Declaratory Judgment claim is common to every Class Member. On
2 information and belief, every Tumble Creek member signed the same
3 Agreement.
- 4 52. Individual actions create the risk the Court could issue inconsistent rulings
5 across legally identical claims and could create res judicata or collateral
6 estoppel effects.
- 7 53. As a practical matter, if the Court decides the merits of some of Class
8 Member's claims, it will effectively decide the merits of other Tumble Creek
9 Members who are not also class members.
- 10 54. Tumble Creek treated each Class member the same—each signed the same
11 or a substantially similar Membership Agreement.
- 12 55. The common questions between class members predominate over any
13 potential differences. Potential differences do exist between subclasses if a
14 member was ever on the reissuance list. Within the subclasses involving the
15 reissuance list the differences primarily concern how long class members
16 remained on the re-issuance list and calculating their damages. Whatever
17 damages may be, the Court may apply a single standard across the class or
18 sub-classes.
- 19 56. The Court should certify this action as a class action under CR 23.
- 20 57. This class is made up of at least four subclasses. The identified subclasses are
21 Current Members, Resigned Members, Former Members who spent time on
22 the Reissuance List, and Members who elected to reduce their membership
23 category from Resident Golf to Honolulu in lieu of resigning. There may be
24 other subclasses identified during discovery.
- 25 58. The Court may certify sub-classes under CR 23.

1 ***Current Members:***

2 59. Current members are still subject to the Membership Agreement and have an
3 interest in the Declaratory Judgment Act claim given their eventual future
4 interest in resigning or transferring their membership.

5 60. Everyone dies So, the transfer on death rules will eventually apply to every
6 current member equally.

7 61 ¶¶28-34 describes what current Club Members have to look forward to while
8 Tumble Creek’s Membership Agreement remains in place.

9 ***Resigned Members:***

10 62 Resigned Members are on Tumble Creek’s re-issuance list and are paying dues
11 for membership they resigned potentially months or years prior

12 63. If a Resigned Member refuses to pay dues, Tumble Creek charges them late
13 fees and charges interest

14 64. Tumble Creek may also move resigned members who stop paying dues done
15 the reissuance list, preventing their membership from reissuing and tying
16 them into the late fees and interest, potentially forever

17 65. Tumble Creek counts a member’s unpaid dues, including late fees and interest,
18 against Tumble Creek’s obligation to repay their membership deposit after 30
19 years However, the contract is silent about what happens to memberships
20 where the member’s financial obligation exceeds the membership deposit

21 66. Contractually, Tumble Creek may continue to enforce membership dues
22 obligations, including late fees and interest, after a member’s debt to the club
23 exceeds their deposit

1 67. Contractually, Tumble Creek can continue assessing membership dues, late
2 fees, and interest, against resigned members forever, moving their name
3 down the reissuance list, and suing to collect unpaid dues every 6 years

4 68 Because memberships don't end when members die, a dead member's estate
5 (presuming there is no one available to transfer the membership too)
6 becomes liable for these obligations, carrying an unending recurring debt
7 forever, until the estate runs out of money.

8 ***Former Members who spent time on the Reissuance List:***

9 69. Former Members who spent time on the reissuance list paid dues on a
10 resigned membership faced a similar situation as Resigned Members,
11 described in ¶¶62-68 They had to pay membership dues as Resigned
12 Members, and Tumble Creek commensurately refunded them less when
13 Tumble Creek refunded their Membership Deposits.

14 70. The only difference is that Tumble Creek reissued their membership or
15 recalled it, at Tumble Creek's sole discretion

16 ***Members who moved from a Resident Golf Membership to a Honolulu***
17 ***Membership in lieu of resigning.***

18 71. These Members, presented with no way out of their contract and unable to
19 afford the rising price of membership, elected to convert their membership
20 from Resident Golf to Honolulu because they could not completely terminate
21 their membership without also selling their homes.

22 **VI. CLAIM 1: VIOLATIONS OF THE CONSUMER PROTECTION ACT**

23 72. Ms. Gutschmidt and Class Members reassert ¶¶1-71 here

24 73. Tumble Creek committed the following unfair or deceptive acts or practices

- 1 a. Having members sign an agreement with a "lifetime plus" membership
- 2 term.
- 3 b Each time Tumble Creek charged Resigned or Former Members
- 4 monthly membership dues
- 5 c Each time Tumble Creek charged Resigned or Former Members late
- 6 fees and interest on unpaid membership dues.
- 7 d. Each time Tumble Creek did not release members from their
- 8 membership obligations upon death.

9 74 These unfair or deceptive acts or practices violate RCW § 19.86.020.

10 75. Tumble Creek committed these unfair or deceptive acts while conducting its

11 business.

12 76. These violations occurred in trade or commerce in the state of Washington.

13 77 These unfair or deceptive acts or practices affect the public interest because

14 they affect hundreds of Club Members and could affect every Club Member's

15 spouse, children, or other estate beneficiary if they die as a member These

16 unfair or deceptive acts or practices have the capacity to affect hundreds more

17 people and those people's spouses, children, or other estate beneficiaries.

18 78. Alternatively Tumble Creek is a health studio, offering health studio services,

19 as defined under RCW §19 142

20 79. Tumble Creek sells membership rights and grants members a license to access

21 facilities that they can use to improve their physical condition through physical

22 exercise

23 80 Tumble Creek violated RCW 19 142.040 *et seq.* because membership

24 obligations last longer than 3 years; members don't have a right to cancel their

25 membership if they move away, members don't have a right to cancel their

1 membership if they become permanently disabled, and the Membership
2 Agreement does not contain clauses explaining either a Member's right to
3 refund and relief from future payment obligations after canceling a contract,
4 or a Member's right to cancel

5 81. Violating RCW 19.142 constitutes a *per se* unfair or deceptive act or practice
6 and a *per se* violation of Consumer Protection Act, under RCW § 19.142.110.

7 82 Tumble Creek's Membership Agreement has injured Ms. Gutschmidt and the
8 Class Members in their business or property as they're bound to pay money
9 forever, including after they die

10 83. Tumble Creek's Membership Agreement has injured Ms. Gutschmidt and two
11 subclasses (Resigned Members and Former Members) as Tumble Creek Club
12 charged those Members and/or those Members paid after resigning their
13 membership.

14 84. The unfair or deceptive acts or practices have actually and proximately caused
15 the harm that Ms. Gutschmidt and the class members have suffered

16 85 Ms Gutschmidt and Class Members have suffered damages in an amount to
17 be proven at trial

18 86. RCW §19.86.090 entitles Ms. Gutschmidt and Class Members to exemplary
19 damages equal to three times their actual damages up to \$25,000 00 per
20 violation

21 87. RCW § 19 89 090 entitles Ms Gutschmidt and Class Members to a permanent
22 injunction prohibiting Tumble Creek Club from continuing its unfair and/or
23 deceptive acts or practices

24 **VII. CLAIM 2: DECLARATORY JUDGMENT ON TUMBLE CREEK'S MEMBERSHIP**
25 **AGREEMENT.**

1 88. Ms Gutschmidt and Class Members reassert ¶¶1-87 here

2 89 Ms Gutschmidt and Class Members are persons interested in the outcome
3 and interpretation of Tumble Creek’s Membership Agreement.

4 90. Under RCW §7.24.020, Ms Gutschmidt and the Class Members may ask the
5 Court to decide any question of construction or validity arising under the
6 Membership Agreement and obtain a declaration of rights, status, or other
7 legal relations thereunder.

8 91. A justiciable dispute exists between the parties concerning.

9 a. the terms of the Agreement as it relates to a Resigned Member’s
10 ongoing obligation to pay monthly dues after their Membership Deposit
11 is exhausted;

12 b. Whether the Membership Agreement is against public policy,

13 c. Tumble Creek’s obligations under the implied duty of good faith and fair
14 dealing; and

15 d. Whether the Membership Agreement is illusory;

16 e. Whether Tumble Creek must perform an accounting and repay
17 Resigned and Former Club Members for the monthly dues they paid
18 after they resigned their Club Membership.

19 92 The Court should enter a declaratory judgment that:

20 a. Tumble Creek cannot compel Resigned Club Members to continue
21 paying monthly membership fees beyond their Membership Deposit,

22 b. That the Membership Agreement is against public policy and therefore
23 void,

24 c. Tumble Creek may not try collecting from a Deceased Member’s Estate
25 as it would violate the implied duty of good faith and fair dealing;

- 1 d. Finding the Membership Agreement is illusory because it imposes no
2 duties on Tumble Creek; or
3 e. Tumble Creek must perform an accounting to determine how much
4 money each Resigned and Former Club Member paid to Tumble Creek
5 after they resigned their Club Membership,
6 f. Tumble Creek must repay each Resigned and Former Club Member the
7 amount of money they paid to Tumble Creek after they resigned their
8 Club Membership.

9 **VIII. PRAYER FOR RELIEF**

10 Ms. Gutschmidt asks the Court to enter Judgment as follows

- 11 1. A Declaration consistent with ¶192 finding for Ms. Gutschmidt and the Class
12 Members on those issues.
13 2. Permanently enjoining Tumble Creek from charging or collecting membership
14 dues from any Club Member after the Club Member resigns or dies;
15 3. Compelling Tumble Creek under the Washington Consumer Protection Act or
16 the Washington Declaratory Judgment Act to account to resigned or former
17 member for all the money they paid Tumble Creek Club after they resigned
18 their membership,
19 4. Compelling Tumble Creek to promptly refund each resigned or former
20 Member who paid membership dues after they notified Tumble Creek Club
21 they resigned their membership;
22 5. Awarding Plaintiff and each Class Member damages in an amount to be
23 proven at trial,
24 6. Awarding treble damages under RCW §19.86.090;
25 7. For prejudgment interest on any monetary award;

1 8. Awarding reasonable costs and attorneys' fees for investigating and litigating
2 this matter under either RCW § 19 86 *et seq* or RCW § 7 24 *et seq*,

3 9. Any other relief the Court finds appropriate

4 Ms Gutschmidt and the Class reserve the right to amend these pleadings
5 based on new evidence discovered during litigation, to conform to the evidence
6 presented at trial, to further the ends of justice or as equity requires
7

8 DATED this 30th day of October 2025

10 POSSINGER LAW GROUP, PLLC

11 

12 Jeffrey Possinger, WSBA# 30854

13 

14 Ian Ducey, WSBA# 59976

15 20250 144th Avenue, NE #205

16 Woodinville, WA 98072

17 (t) 206-512-8030

18 (f) 206-569-4792

19 (e) jeffrey.possinger@possingerlaw.com

20 (e) ian.ducey@possingerlaw.com