

2 SHB 2565 - H AMD  
3 By Representative

4

5 Strike everything after the enacting clause and insert the  
6 following:

7 NEW SECTION. **Sec. 1.** The legislature finds, declares, and  
8 determines that limited changes in the law are necessary and  
9 appropriate concerning actions claiming damages, indemnity, or  
10 contribution in connection with alleged construction defects. It is  
11 the intent of the legislature that this chapter apply to these types of  
12 civil actions while preserving adequate rights and remedies for  
13 property owners who bring and maintain such actions.

14 NEW SECTION. **Sec. 2.** Unless the context clearly requires  
15 otherwise, the definitions in this section apply throughout this  
16 chapter.

17 (1) "Action" means any civil lawsuit or action in contract or tort  
18 for damages or indemnity brought against a construction professional to  
19 assert a claim, whether by complaint, counterclaim, or cross-claim, for  
20 damage or the loss of use of real or personal property caused by a  
21 defect in the construction of a residence or in the substantial remodel  
22 of a residence. "Action" does not include any civil action in tort  
23 alleging personal injury or wrongful death to a person or persons  
24 resulting from a construction defect.

25 (2) "Association" means an association, master association, or  
26 subassociation as defined and provided for in RCW 64.34.020(4),  
27 64.34.276, 64.34.278, and 64.38.010(1).

28 (3) "Claimant" means a homeowner or association who asserts a claim  
29 against a construction professional concerning a defect in the  
30 construction of a residence or in the substantial remodel of a  
31 residence.

32 (4) "Construction professional" means an architect, builder,  
33 builder vendor, contractor, subcontractor, engineer, or inspector,  
34 including, but not limited to, a dealer as defined in RCW 64.34.020(12)  
35 and a declarant as defined in RCW 64.34.020(13), performing or

1 furnishing the design, supervision, inspection, construction, or  
2 observation of the construction of any improvement to real property,  
3 whether operating as a sole proprietor, partnership, corporation, or  
4 other business entity.

5 (5) "Homeowner" means: (a) Any person, company, firm, partnership,  
6 corporation, or association who contracts with a construction  
7 professional for the construction, sale, or construction and sale of a  
8 residence; and (b) an "association" as defined in this section.  
9 "Homeowner" includes, but is not limited to, a subsequent purchaser of  
10 a residence from any homeowner.

11 (6) "Residence" means a single-family house, duplex, triplex,  
12 quadraplex, or a unit in a multiunit residential structure in which  
13 title to each individual unit is transferred to the owner under a  
14 condominium or cooperative system, and shall include common elements as  
15 defined in RCW 64.34.020(6) and common areas as defined in RCW  
16 64.38.010(4).

17 (7) "Serve" or "service" means personal service or delivery by  
18 certified mail to the last known address of the addressee.

19 (8) "Substantial remodel" means a remodel of a residence, for which  
20 the total cost exceeds one-half of the assessed value of the residence  
21 for property tax purposes at the time the contract for the remodel work  
22 was made.

23 NEW SECTION. **Sec. 3.** (1) In every construction defect action  
24 brought against a construction professional, the claimant shall, no  
25 later than forty-five days before filing an action, serve written  
26 notice of claim on the construction professional, by registered mail or  
27 personal service. The notice of claim shall state that the claimant  
28 asserts a construction defect claim against the construction  
29 professional and shall describe the claim in reasonable detail  
30 sufficient to determine the general nature of the defect and the  
31 problems resulting from the defect.

32 (2) Within twenty-one days after service of the notice of claim,  
33 the construction professional shall serve a written response on the  
34 claimant by registered mail or personal service. The written response  
35 shall:

36 (a) Propose to inspect the residence that is the subject of the  
37 claim and to complete the inspection within a specified time frame.  
38 The proposal shall include the statement that the construction

1 professional shall, based on the inspection, offer to remedy the  
2 defect, compromise by payment, or dispute the claim;

3 (b) Offer to compromise and settle the claim by monetary payment  
4 without inspection. A construction professional's offer under this  
5 subsection (2)(b) to compromise and settle a homeowner's claim may  
6 include, but is not limited to, an express offer to purchase the  
7 claimant's residence that is the subject of the claim, and to pay the  
8 claimant's reasonable relocation costs; or

9 (c) State that the construction professional disputes the claim and  
10 will neither remedy the construction defect nor compromise and settle  
11 the claim.

12 (3)(a) If the construction professional disputes the claim or does  
13 not respond to the claimant's notice of claim within the time stated in  
14 subsection (2) of this section, the claimant may bring an action  
15 against the construction professional for the claim described in the  
16 notice of claim without further notice.

17 (b) If the claimant rejects the inspection proposal or the  
18 settlement offer made by the construction professional pursuant to  
19 subsection (2) of this section, the claimant shall serve written notice  
20 of the claimant's rejection on the construction professional. After  
21 service of the rejection, the claimant may bring an action against the  
22 construction professional for the construction defect claim described  
23 in the notice of claim. If the construction professional has not  
24 received from the claimant, within thirty days after the claimant's  
25 receipt of the construction professional's response, either an  
26 acceptance or rejection of the inspection proposal or settlement offer,  
27 then at anytime thereafter the construction professional may terminate  
28 the proposal or offer by written notice to the claimant, and the  
29 claimant may thereafter bring an action against the construction  
30 professional for the construction defect claim described in the notice  
31 of claim.

32 (4)(a) If the claimant elects to allow the construction  
33 professional to inspect in accordance with the construction  
34 professional's proposal pursuant to subsection (2)(a) of this section,  
35 the claimant shall provide the construction professional and its  
36 contractors or other agents reasonable access to the claimant's  
37 residence during normal working hours to inspect the premises and the  
38 claimed defect.

1 (b) Within fourteen days following completion of the inspection,  
2 the construction professional shall serve on the claimant:

3 (i) A written offer to remedy the construction defect at no cost to  
4 the claimant, including a description of the additional construction  
5 that the construction professional has determined from the inspection  
6 will be necessary to remedy the defect described in the claim, and a  
7 timetable for the completion of such construction;

8 (ii) A written offer to compromise and settle the claim by monetary  
9 payment pursuant to subsection (2)(b) of this section; or

10 (iii) A written statement that the construction professional will  
11 not proceed further to remedy the defect.

12 (c) If the construction professional does not proceed further to  
13 remedy the construction defect within the agreed timetable, or if the  
14 construction professional fails to comply with the provisions of (b) of  
15 this subsection, the claimant may bring an action against the  
16 construction professional for the claim described in the notice of  
17 claim without further notice.

18 (d) If the claimant rejects the offer made by the construction  
19 professional pursuant to (b)(i) or (ii) of this subsection to either  
20 remedy the construction defect or to compromise and settle the claim by  
21 monetary payment, the claimant shall serve written notice of the  
22 claimant's rejection on the construction professional. After service  
23 of the rejection notice, the claimant may, in accordance with this  
24 chapter, bring an action against the construction professional for the  
25 construction defect claim described in the notice of claim. If the  
26 construction professional has not received from the claimant, within  
27 thirty days after the claimant's receipt of the construction  
28 professional's response, either an acceptance or rejection of the offer  
29 made pursuant to (b)(i) or (ii) of this subsection, then at anytime  
30 thereafter the construction professional may terminate the proposal or  
31 offer by written notice to the claimant, and the claimant may  
32 thereafter bring an action against the construction professional for  
33 the construction defect claim described in the notice of claim.

34 (5)(a) Any claimant accepting the offer of a construction  
35 professional to remedy the construction defect pursuant to subsection  
36 (4)(b)(i) of this section shall do so by serving the construction  
37 professional with a written notice of acceptance within a reasonable  
38 time period after receipt of the offer, and no later than thirty days  
39 after receipt of the offer. The claimant shall provide the

1 construction professional and its contractors or other agents  
2 reasonable access to the claimant's residence during normal working  
3 hours to perform and complete the construction by the timetable stated  
4 in the offer.

5 (b) The claimant and construction professional may, by written  
6 mutual agreement, alter the extent of construction or the timetable for  
7 completion of construction stated in the offer, including, but not  
8 limited to, repair of additional defects.

9 (6) Any action commenced by a claimant prior to compliance with the  
10 requirements of this section shall be subject to dismissal without  
11 prejudice, and may not be recommenced until the claimant has complied  
12 with the requirements of this section.

13 (7) Nothing in this section may be construed to prevent a claimant  
14 from commencing an action on the construction defect claim described in  
15 the notice of claim if:

16 (a) The construction professional fails to perform the construction  
17 agreed upon, fails to remedy the defect, or fails to perform by the  
18 timetable agreed upon pursuant to subsection (2)(a) or (5) of this  
19 section; or

20 (b) Notwithstanding the completion of the construction agreed upon,  
21 the claimant later discovers latent construction defects that the  
22 claimant attributes to the construction professional, but that were not  
23 discoverable by a reasonable person at the time of such completion.  
24 Any claimant who intends to bring an action for such latent  
25 construction defects may do so only after complying with the  
26 requirements of this section.

27 (8) Prior to commencing any action alleging a construction defect,  
28 or after the dismissal of any action without prejudice pursuant to  
29 subsection (6) of this section, the claimant may amend the notice of  
30 claim to include construction defects discovered after the service of  
31 the original notice of claim but not discoverable by a reasonable  
32 person at the time of the original claim, and must otherwise comply  
33 with the requirements of this section for the additional claims. The  
34 service of an amended notice of claim shall relate back to the original  
35 notice of claim for purposes of tolling the statute of limitations.  
36 Claims for defects discovered after the commencement or recommencement  
37 of an action may be added to such action only after complying with the  
38 requirements of this section with respect to such subsequently  
39 discovered defects.

1        NEW SECTION.    **Sec. 4.**    (1) In every action brought against a  
2 construction professional, the claimant, including a construction  
3 professional asserting a claim against another construction  
4 professional, shall file with the court and serve on the defendant a  
5 list of known construction defects in accordance with this section.

6        (2) The list of known construction defects shall contain a  
7 description of the construction that the claimant alleges to be  
8 defective. The list of known construction defects shall be filed with  
9 the court and served on the defendant within thirty days after the  
10 commencement of the action or within such longer period as the court in  
11 its discretion may allow.

12        (3) The list of known construction defects may be amended by the  
13 claimant to identify additional construction defects as they become  
14 known to the claimant.

15        (4) The list of known construction defects must specify, to the  
16 extent known to the claimant, the construction professional responsible  
17 for each alleged defect identified by the claimant.

18        (5) If a subcontractor or supplier is added as a party to an action  
19 under this section, the claimant making the claim against such  
20 subcontractor or supplier shall serve on the defendant the list of  
21 construction defects in accordance with this section within thirty days  
22 after service of the complaint against the subcontractor or supplier or  
23 within such period as the court in its discretion may allow.

24        NEW SECTION.    **Sec. 5.**    (1)(a) In the event the board of directors,  
25 pursuant to RCW 64.34.304(1)(d) or 64.38.020(4), institutes an action  
26 asserting defects in the construction of two or more residences, common  
27 elements, or common areas, this section shall apply. For purposes of  
28 this section, "action" has the same meaning as set forth in section 2  
29 of this act.

30        (b) The board of directors shall substantially comply with the  
31 provisions of this section.

32        (2)(a) Prior to the service of the summons and complaint on any  
33 defendant with respect to an action governed by this section, the board  
34 of directors shall mail or deliver written notice of the commencement  
35 or anticipated commencement of such action to each homeowner at the  
36 last known address described in the association's records.

37        (b) The notice required by (a) of this subsection shall state a  
38 general description of the following:

1 (i) The nature of the action and the relief sought; and  
2 (ii) The expenses and fees that the board of directors anticipates  
3 will be incurred in prosecuting the action.

4 (3) Nothing in this section may be construed to:

5 (a) Require the disclosure in the notice or the disclosure to a  
6 unit owner of attorney-client communications or other privileged  
7 communications;

8 (b) Permit the notice to serve as a basis for any person to assert  
9 the waiver of any applicable privilege or right of confidentiality  
10 resulting from, or to claim immunity in connection with, the disclosure  
11 of information in the notice; or

12 (c) Limit or impair the authority of the board of directors to  
13 contract for legal services, or limit or impair the ability to enforce  
14 such a contract for legal services.

15 NEW SECTION. **Sec. 6.** (1) The construction professional shall  
16 provide notice to each homeowner upon entering into a contract for  
17 sale, construction, or substantial remodel of a residence, for which  
18 the cost of the remodel exceeds half of the appraised value of the  
19 existing residence, of the construction professional's right to offer  
20 to cure construction defects before a homeowner may commence litigation  
21 against the construction professional. Such notice shall be  
22 conspicuous and may be included as part of the underlying contract  
23 signed by the homeowner. In the sale of a condominium unit, the  
24 requirement for delivery of such notice shall be deemed satisfied if  
25 contained in a public offering statement delivered in accordance with  
26 chapter 64.34 RCW.

27 (2) The notice required by this subsection shall be in  
28 substantially the following form:

29 CHAPTER 64.-- RCW (sections 1 through 7 of this act) CONTAINS  
30 IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A  
31 LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR  
32 BUILDER OF YOUR HOME. FORTY-FIVE DAYS BEFORE YOU FILE YOUR  
33 LAWSUIT, YOU MUST DELIVER TO THE SELLER OR BUILDER A WRITTEN  
34 NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE  
35 AND PROVIDE YOUR SELLER OR BUILDER THE OPPORTUNITY TO MAKE AN  
36 OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED  
37 TO ACCEPT ANY OFFER MADE BY THE BUILDER OR SELLER. THERE ARE

1 STRICT DEADLINES AND PROCEDURES UNDER STATE LAW, AND FAILURE TO  
2 FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.

3 (3) This chapter shall not preclude or bar any action if notice is  
4 not given to the homeowner as required by this section.

5 NEW SECTION. **Sec. 7.** Nothing in this chapter shall be construed  
6 to hinder or otherwise affect the employment, agency, or contractual  
7 relationship between and among homeowners and construction  
8 professionals during the process of construction or remodeling and does  
9 not preclude the termination of those relationships as allowed under  
10 current law. Nothing in this chapter shall negate or otherwise  
11 restrict a construction professional's right to access or inspection  
12 provided by law, covenant, easement, or contract.

13 NEW SECTION. **Sec. 8.** A new section is added to chapter 4.16 RCW  
14 to read as follows:

15 If a written notice of claim is served under section 3 of this act  
16 within the time prescribed for the filing of an action under this  
17 chapter, all statutes of limitation and statutes of repose for  
18 construction-related claims are tolled until sixty days after the  
19 period of time during which the filing of an action is barred under  
20 section 3 of this act.

21 **Sec. 9.** RCW 64.34.410 and 1997 c 400 s 1 are each amended to read  
22 as follows:

23 (1) A public offering statement shall contain the following  
24 information:

25 (a) The name and address of the condominium;

26 (b) The name and address of the declarant;

27 (c) The name and address of the management company, if any;

28 (d) The relationship of the management company to the declarant, if  
29 any;

30 (e) A list of up to the five most recent condominium projects  
31 completed by the declarant or an affiliate of the declarant within the  
32 past five years, including the names of the condominiums, their  
33 addresses, and the number of existing units in each. For the purpose  
34 of this section, a condominium is "completed" when any one unit therein  
35 has been rented or sold;

36 (f) The nature of the interest being offered for sale;



- 1 (g) A brief description of the permitted uses and use restrictions  
2 pertaining to the units and the common elements;
- 3 (h) A brief description of the restrictions, if any, on the renting  
4 or leasing of units by the declarant or other unit owners, together  
5 with the rights, if any, of the declarant to rent or lease at least a  
6 majority of units;
- 7 (i) The number of existing units in the condominium and the maximum  
8 number of units that may be added to the condominium;
- 9 (j) A list of the principal common amenities in the condominium  
10 which materially affect the value of the condominium and those that  
11 will or may be added to the condominium;
- 12 (k) A list of the limited common elements assigned to the units  
13 being offered for sale;
- 14 (l) The identification of any real property not in the condominium,  
15 the owner of which has access to any of the common elements, and a  
16 description of the terms of such access;
- 17 (m) The identification of any real property not in the condominium  
18 to which unit owners have access and a description of the terms of such  
19 access;
- 20 (n) The status of construction of the units and common elements,  
21 including estimated dates of completion if not completed;
- 22 (o) The estimated current common expense liability for the units  
23 being offered;
- 24 (p) An estimate of any payment with respect to the common expense  
25 liability for the units being offered which will be due at closing;
- 26 (q) The estimated current amount and purpose of any fees not  
27 included in the common expenses and charged by the declarant or the  
28 association for the use of any of the common elements;
- 29 (r) Any assessments which have been agreed to or are known to the  
30 declarant and which, if not paid, may constitute a lien against any  
31 units or common elements in favor of any governmental agency;
- 32 (s) The identification of any parts of the condominium, other than  
33 the units, which any individual owner will have the responsibility for  
34 maintaining;
- 35 (t) If the condominium involves a conversion condominium, the  
36 information required by RCW 64.34.415;
- 37 (u) Whether timesharing is restricted or prohibited, and if  
38 restricted, a general description of such restrictions;

1 (v) A list of all development rights reserved to the declarant and  
2 all special declarant rights reserved to the declarant, together with  
3 the dates such rights must terminate, and a copy of or reference by  
4 recording number to any recorded transfer of a special declarant right;

5 (w) A description of any material differences in terms of  
6 furnishings, fixtures, finishes, and equipment between any model unit  
7 available to the purchaser at the time the agreement for sale is  
8 executed and the unit being offered;

9 (x) Any liens on real property to be conveyed to the association  
10 required to be disclosed pursuant to RCW 64.34.435(2)(b);

11 (y) A list of any physical hazards known to the declarant which  
12 particularly affect the condominium or the immediate vicinity in which  
13 the condominium is located and which are not readily ascertainable by  
14 the purchaser;

15 (z) A brief description of any construction warranties to be  
16 provided to the purchaser;

17 (aa) Any building code violation citations received by the  
18 declarant in connection with the condominium which have not been  
19 corrected;

20 (bb) A statement of any unsatisfied judgments or pending suits  
21 against the association, a statement of the status of any pending suits  
22 material to the condominium of which the declarant has actual  
23 knowledge, and a statement of any litigation brought by an owners'  
24 association, unit owner, or governmental entity in which the declarant  
25 or any affiliate of the declarant has been a defendant, arising out of  
26 the construction, sale, or administration of any condominium within the  
27 previous five years, together with the results thereof, if known;

28 (cc) Any rights of first refusal to lease or purchase any unit or  
29 any of the common elements;

30 (dd) The extent to which the insurance provided by the association  
31 covers furnishings, fixtures, and equipment located in the unit;

32 (ee) A notice which describes a purchaser's right to cancel the  
33 purchase agreement or extend the closing under RCW 64.34.420, including  
34 applicable time frames and procedures;

35 (ff) Any reports or statements required by RCW 64.34.415 or  
36 64.34.440(6)(a). RCW 64.34.415 shall apply to the public offering  
37 statement of a condominium in connection with which a final certificate  
38 of occupancy was issued more than sixty calendar months prior to the  
39 preparation of the public offering statement whether or not the

1 condominium is a conversion condominium as defined in RCW  
2 64.34.020(10);

3 (gg) A list of the documents which the prospective purchaser is  
4 entitled to receive from the declarant before the rescission period  
5 commences;

6 (hh) A notice which states: A purchaser may not rely on any  
7 representation or express warranty unless it is contained in the public  
8 offering statement or made in writing signed by the declarant or by any  
9 person identified in the public offering statement as the declarant's  
10 agent;

11 (ii) A notice which states: This public offering statement is only  
12 a summary of some of the significant aspects of purchasing a unit in  
13 this condominium and the condominium documents are complex, contain  
14 other important information, and create binding legal obligations. You  
15 should consider seeking the assistance of legal counsel;

16 (jj) Any other information and cross-references which the declarant  
17 believes will be helpful in describing the condominium to the  
18 recipients of the public offering statement, all of which may be  
19 included or not included at the option of the declarant; ((and))

20 (kk) A notice that addresses compliance or noncompliance with the  
21 housing for older persons act of 1995, P.L. 104-76, as enacted on  
22 December 28, 1995; and

23 (ll) A notice that is substantially in the form required by section  
24 6 of this act.

25 (2) The public offering statement shall include copies of each of  
26 the following documents: The declaration, the survey map and plans,  
27 the articles of incorporation of the association, bylaws of the  
28 association, rules and regulations, if any, current or proposed budget  
29 for the association, and the balance sheet of the association current  
30 within ninety days if assessments have been collected for ninety days  
31 or more.

32 If any of the foregoing documents listed in this subsection are not  
33 available because they have not been executed, adopted, or recorded,  
34 drafts of such documents shall be provided with the public offering  
35 statement, and, before closing the sale of a unit, the purchaser shall  
36 be given copies of any material changes between the draft of the  
37 proposed documents and the final documents.

38 (3) The disclosures required by subsection (1)(g), (k), (s), (u),  
39 (v), and (cc) of this section shall also contain a reference to

1 specific sections in the condominium documents which further explain  
2 the information disclosed.

3 (4) The disclosures required by subsection (1)(ee), (hh), ((and))  
4 (ii), and (ll) of this section shall be located at the top of the first  
5 page of the public offering statement and be typed or printed in ten-  
6 point bold face type size.

7 (5) A declarant shall promptly amend the public offering statement  
8 to reflect any material change in the information required by this  
9 section.

10 **Sec. 10.** RCW 64.34.452 and 1990 c 166 s 14 are each amended to  
11 read as follows:

12 (1) A judicial proceeding for breach of any obligations arising  
13 under RCW 64.34.443 and 64.34.445 must be commenced within four years  
14 after the cause of action accrues: PROVIDED, That the period for  
15 commencing an action for a breach accruing pursuant to subsection  
16 (2)(b) of this section shall not expire prior to one year after  
17 termination of the period of declarant control, if any, under RCW  
18 64.34.308(4). Such period may not be reduced by either oral or written  
19 agreement.

20 (2) Subject to subsection (3) of this section, a cause of action or  
21 breach of warranty of quality, regardless of the purchaser's lack of  
22 knowledge of the breach, accrues:

23 (a) As to a unit, the date the purchaser to whom the warranty is  
24 first made enters into possession if a possessory interest was conveyed  
25 or the date of acceptance of the instrument of conveyance if a  
26 nonpossessory interest was conveyed; and

27 (b) As to each common element, at the latest of (i) the date the  
28 first unit in the condominium was conveyed to a bona fide purchaser,  
29 (ii) the date the common element was completed, or (iii) the date the  
30 common element was added to the condominium.

31 (3) If a warranty of quality explicitly extends to future  
32 performance or duration of any improvement or component of the  
33 condominium, the cause of action accrues at the time the breach is  
34 discovered or at the end of the period for which the warranty  
35 explicitly extends, whichever is earlier.

36 (4) If a written notice of claim is served under section 3 of this  
37 act within the time prescribed for the filing of an action under this  
38 chapter, the statutes of limitation in this chapter and any applicable

1 statutes of repose for construction-related claims are tolled until  
2 sixty days after the period of time during which the filing of an  
3 action is barred under section 3 of this act.

4 NEW SECTION. Sec. 11. Sections 1 through 7 of this act constitute  
5 a new chapter in Title 64 RCW."

6 Correct the title.

EFFECT: The amendment makes several changes to the bill, including the following:

Requires a construction professional to provide a homeowner with a notice at the time of entering a contract for construction, purchase, or remodeling. The notice must inform the homeowner of the right of the construction professional to a notice of claim and an opportunity to cure before a lawsuit can be brought for a construction defect. The notice to the homeowner must be conspicuous and may be included as part of the contract with the homeowner. In the case of a condominium unit sale, the notice may be part of the public offering statement.

Replaces the undefined phrase "remodel of more than half of a residence" with the phrase "substantial remodel" which is defined as a remodel costing more than half of the assessed value of the residence.

Clarifies various timelines for notices, responses, inspections, and repairs.

Expressly provides that if a construction professional disputes a claim or does not respond to a claim, the homeowner may bring a lawsuit without further notice.

Removes claims by one construction professional against another from the notice of claim requirement before a lawsuit may be brought, but not from the list of defects requirement that applies at the time a lawsuit is brought.

Specifies that if a homeowner brings a lawsuit without the required prior notice of claim, the suit is to be dismissed without prejudice and may be recommenced once the notice requirement has been met.

Provides for amendments to a notice claim in order to include defects not reasonably discoverable at the time of the original notice.

Provides for the tolling of not only applicable statutes of limitations, but also statutes of repose, until 60 days after the period during which a lawsuit is barred by the act.

--- END ---