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KING COUNTY  
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CASE NUMBER: 14-2-01013-3 KNT

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

H-P PROPERTIES/ALL STAR, LLC, a  
Washington limited liability company, as assignee  
of BGPI, LLC

Plaintiff,

v.

SAM A. ADAMS AND ERICKA M. ADAMS,  
husband and wife and the marital community  
composed thereof; HOLLYSTONE HOLDINGS,  
INC.; WEST SEATTLE ATHLETIC CLUB, LLC;  
ALLSTATE FINANCIAL GROUP, INC.; and  
BARRATT LEASING, INC.,

Defendants.

No.

COMPLAINT FOR  
UNLAWFUL DETAINER

COME NOW the Plaintiffs, and for statement of claim against the above-named  
Defendants, allege as follows:

1. **PLAINTIFF**. Plaintiff is the owner of those certain premises commonly described as  
2629 SW Andover Street, Seattle, WA 98126, and legally described as:

Lots 7, through 42, inclusive, in Block 1 of White and Manning's  
Addition to West Seattle, as per Plat recorded in Volume 9 of  
Plats, Page 8, records of King County. Situate in the City of  
Seattle, County of King, State of Washington.

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2. **DEFENDANTS.**

A. Sam A. Adams and Ericka M. Adams are husband and wife and reside in Kirkland, King County, Washington.

B. Hollystone Holdings, Inc. is a Washington corporation whose corporate registration with the State of Washington expired on September 30, 2013.

C. West Seattle Athletic Club, LLC is a Washington limited liability company which has its registered office at 3400 Capital Blvd., Suite 101, Olympia, WA 98501.

D. Allstate Financial Group, Inc. is a Washington corporation registered with the State of Washington. Allstate Financial Group, Inc. provides finance and lease services. Its registered office is located at 19015 North Creek Parkway, Suite 101, Bothell, WA 98011.

E. Barratt Leasing, Inc. is a Washington corporation whose corporate registration with the State of Washington expired on December 31, 2013. Its last known registered address is c/o Kenneth V. Moland, Registered Agent, 7305 E. Elder Road, Valleyford, WA 99036.

3. **VENUE AND JURISDICTION.** Venue and jurisdiction are proper as Defendants do business in King County, Washington, and the statement of claim hereinafter alleged arises out of a transaction entered into and consummated within King County, Washington.

4. **LEASE AGREEMENT.**

A. Defendants Sam A. Adams Ericka M. Adams as well as Hollystone Holdings, Inc. entered into a Lease dated March 25, 2013 for the premises located at 2629 SW Andover Street, Seattle, WA 98126 ("Lease"). A copy of the Lease is attached hereto as **Exhibit A** and by this reference incorporated herein.

1 B. West Seattle Athletic Club, LLC operates a gym facility at the premises.

2 C. Tenants entered into an Equipment Lease with Barratt Leasing for equipment  
3 which, at all time material hereto, was in use at the premises subject to the Lease. A copy  
4 of the Equipment Lease is attached hereto as **Exhibit B** and by this reference  
5 incorporated herein. As consideration for entering into such Equipment Lease, Barratt  
6 Leasing was granted a security interest in personal property and equipment located at the  
7 premises. A copy of the Security Agreement is contained within Exhibit B above and by  
8 this reference incorporated herein.

9 D. In connection with the operation of West Seattle Athletic Club, LLC, Allstate  
10 Financial Group, Inc. extended financing to Tenants, but, as further consideration for the  
11 extension of such financing, was given direct control of all receivables paid to West  
12 Seattle Athletic Club, LLC. From such receivables Allstate Financial Group, Inc. issues  
13 checks to West Seattle Athletic Club, LLC on the 10<sup>th</sup> and 20<sup>th</sup> of each month so West  
14 Seattle Athletic Club, LLC may pay its accounts payable.

15 E. Tenants defaulted in the payment of rent, real estate tax, insurance and other  
16 monetary obligations owed under the Lease and continue in default.

17 5. **THREE DAY NOTICE**. Pursuant to RCW 59.12.030(3) and the Lease Agreement  
18 attached hereto, a Three-Day Notice to Pay Rent or Vacate was posted at the Premises. Said  
19 Notice was also sent via certified mail, return receipt requested to Defendants. A copy of said  
20 Notice is attached hereto as **Exhibit C** and by this reference incorporated herein. The original  
21 Declaration of Service is attached hereto as **Exhibit D** and by this reference incorporated herein.  
22 In spite of the service of such Three-Day Notice to Pay Rent or Vacate, more than three (3) days  
23

1 have expired since the service of said Notice, and Defendants have continued in possession of  
2 said Premises without the payment of rent and is now in unlawful possession thereof.

3 6. **DAMAGES.** The actions of Tenants constitute a violation of RCW 59.12.030(3),  
4 and Plaintiff is damaged as follows:

5 A. Back rent and other charges due in the amount of \$386,946.11 (which  
6 includes obligations owed through January 2014) and continuing to the date of judgment.

7 B. Reasonable attorneys' fees and costs for bringing suit which are specifically  
8 authorized by RCW 59.12, et seq., and the lease in the amount of \$5,000 if uncontested  
9 and such additional sums are approved by the Court if contested.

10 C. For double damages for all arrearages due to Tenants' continued unlawful  
11 detainer as further authorized by RCW 59.12, et seq.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff requests relief against the above-named Defendants as follows:

14 A. For restitution of the above-described Premises as against all Defendants.

15 B. For judgment against Tenants jointly and severally in the amount of \$386,946.11 for  
16 arrearages due through January 2014 and for all amounts accruing until the date of judgment.

17 C. That said amount of rent and other charges accruing after December 23, 2013 be  
18 doubled pursuant to RCW 59.12, et seq.

19 D. For Plaintiff's costs of suit and reasonable attorneys' fees in the sum of \$5,000 if this  
20 action is not contested, and such further sums as the Court may deem reasonable in the event this  
21 action is contested.

1 E. That all additional claims which Plaintiff may have against Defendants, including any  
2 additional monetary claims, be reserved in order that Plaintiff may pursue legal action on such  
3 claims at a future date.

4 F. For Plaintiff's costs and disbursements herein.

5 G. For such other and further relief as the Court may deem just and equitable.

6 DATED: January 9, 2014.

7 OSERAN, HAHN, SPRING, STRAIGHT & WATTS, P.S.

8  
9 By   
10 DAVID M. TALL, WSBA #12849  
11 Attorney for Plaintiff

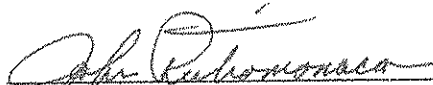
12 VERIFICATION

13 The undersigned hereby certifies under penalty of perjury under the laws of the state of  
14 Washington that the following is true and correct:

15 1. I am the manager of Plaintiff in the above entitled action. I make this Declaration on  
16 the basis of personal knowledge, information and belief, am over the age of 18 years, and  
17 competent to testify herein.

18 2. I have read the foregoing Complaint, know the contents thereof, and believe that the  
19 same are true and correct.

20 DATED this 9<sup>th</sup> day of January, 2014, at Mercer Island, Washington.

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23 John Pietromonaco, Manager of Plaintiff